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6370_06301998

Utica City School District And Utica
Teachers Assn

CONTRACT

For The Period

July 1, 1994 through June 30, 1998

By and Between

THE UTICA TEACHERS ASSOCIATION

and

THE UTICA CITY SCHOOL DISTRICT

**UTICA CITY SCHOOL DISTRICT
UTICA, NEW YORK 13501**

**NYS PUBLIC EMPLOYMENT RELATIONS BOARD
RECEIVED**

FEB 04 1998

CONCILIATION

Agreement 650

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PREAMBLE

In order to effectuate the provisions of Chapter 392 of the Laws of 1967 (the Public Employees' Fair Employment Act), to encourage and increase effective and harmonious working relationships between the City School District of the City of Utica, New York (hereinafter referred to as the District) and the professional employees of the School District represented by the Utica Teachers Association (hereinafter referred to as the Association) so that the cause of public education may best be served in Utica, New York.

THIS AGREEMENT IS MADE AND ENTERED INTO ON THIS FIRST DAY OF JULY, 1991, BY AND BETWEEN THE SCHOOL DISTRICT AND THE UTICA TEACHERS ASSOCIATION.

RECOGNITION

ARTICLE 1

1:01

The school district recognizes the Association for the purpose of collective bargaining, pursuant to the Public Employees' Fair Employment Act, as the exclusive representative for all members of the teaching staff and other certificated employees of the School District on tenure or probationary appointment or status. Explicitly excluded from such represent representation under this Agreement are the following: Chief School Executive (Superintendent), Director of Personnel, Directors, Assistants to the Superintendent, Administrator for Pupil Personnel Services, Administrator for Research, Testing and Planning, Administrative Assistants, Coordinators, Instructional Supervisors, Special Assistants, Medical Supervisor, Assistant Principals, Principals, Day Substitute Teachers on per diem, and any employee whose remuneration is based on less than one-half (1/2) of the annual salary rate for their position.

1:02

The School District agrees that, during the period of representation and for the life of this Agreement (Contract), it will negotiate exclusively with the Utica Teachers Association and in no way will the Board negotiate with any individual known as a teacher or any other teachers' organization with respect to salaries, wages, hours and other terms and conditions of employment as outlined in Article 14, Section 201.5 of the Civil Service Law of the State of New York.

1:03

Unless otherwise indicated, employees in this unit will be hereinafter referred to as teachers.

NEGOTIATION PROCEDURE

ARTICLE 2

2:01

The parties agree that no earlier than December 1, but no later than February 1, of the contract year they will enter into collective bargaining negotiations.

2:02

A good faith effort will be employed by each party in order to reach agreement on all matters raised by either party concerning the terms and conditions of teachers' employment.

2:03

In the spirit of good faith negotiations, each party will mutually pledge, in writing, that their representatives (negotiators) are clothed with all necessary power and authority to make and consider proposals and counter proposals, and to reach compromises in the course of negotiations.

2:04

Furthermore, the parties accordingly agree to cooperate in arranging meetings of mutual convenience inclusive of dates, frequency, starting time and duration of each meeting.

2:05

The procedure to be employed in the conduct of the negotiating sessions will be developed by mutual agreement.

2:06

During negotiations, the District and the Association will present relevant data, exchange points of view and make proposals and counter proposals. Both parties will endeavor to be constructive in their approach to negotiations at all times.

2:07

The District agrees that it will provide the Association with copies of the tentative budget in accordance with Section 2516 of the Education Law and such other public information as is required for the administration and/or negotiation of this or any successor agreement.

2:08

If agreement is not reached by one hundred twenty (120) days prior to the end of the fiscal year, either party may request the State Public Employment Relations Board to assist the parties in reaching agreement through the assignment of a mediator. If, as a result of such mediation assistance, the parties are still unable to reach agreement, it is agreed that the areas of disagreement will be stipulated and that a Fact-Finding Committee may be requested of PERB by either party.

Negotiation Procedure

Article 2 (Continued)

2:09

This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement. Before the District adopts any changes in policy which affect salaries, wages, hours, and any other terms and conditions of employment which is not covered by the terms of this Agreement, and which has not been proposed by the Association, the District will notify the Association, in writing, that it is considering such a change. The Association will have the right to negotiate such items with the District, provided that it files such a request with the District within seven (7) calendar days after receipt of said notice.

2:10

The provisions of this Agreement will be incorporated into, and be considered a part of, the established policies of the District. All existing policies affecting salaries, wages, hours and other terms and conditions of teacher employment will remain in force unless they are inconsistent with the terms of this Contract, in which case the terms of this agreement shall prevail. Any individual arrangement, agreement or contract hereafter executed will be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual arrangement, agreement or contract contains any language inconsistent with this Agreement, this Agreement during its duration will be controlling.

2:11

If any provisions of this Agreement or any application of the Agreement shall be found contrary to law, then such provision or application will not be deemed valid and subsisting, except to the extent permitted by law. But all other provisions and applications will continue in full force and effect.

2:12

The District will provide a copy of this Agreement to each teacher employed in the Utica City School District schools within four (4) weeks after signing of the Agreement or upon commencement of employment, if such occurs later. Furthermore, as this is an agreement entered into by both parties, the Association will assume half of all expenses resulting from the preparation, production and distribution of copies.

2:13

In the event negotiations are scheduled by mutual agreement during working hours, members of the Association's negotiating committee shall suffer no loss in pay nor be required to use personal or other leave.

GRIEVANCE PROCEDURE

ARTICLE 3

3:01 Intent

The establishment and maintenance of a harmonious and cooperative relationship between the District and its teachers is essential to the operation of the schools. It is, therefore, the purpose of this procedure to secure at the lowest possible administrative level, equitable solutions to alleged grievances of teachers through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the District and its teachers are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or in the courts.

3:02 Definitions

(a) Grievance:

A grievance shall mean any claimed violation or misinterpretation of the express provisions of this Agreement, or a dispute with respect to its application as well as administrative orders or work rules of the School District affecting the working conditions of the teachers.

(b) Supervisor:

The term supervisor shall mean the individual having direct line responsibility over the employee or group of employees filing the grievance.

(c) Aggrieved Party:

An aggrieved party may be an individual teacher, a group of teachers, the Utica Teachers Association, and the Board of Education or the Administrative staff of the Utica City School District.

(d) Grievance Committee:

The grievance committee is the committee created and constituted by the Utica Teachers Association to process grievances.

3:03 General Conditions

(a) Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and the Association has been given an opportunity to be present at such adjustment, and to state its views on the grievance. In the event that any grievance is adjusted without formal determination pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon either of the parties of this agreement in future proceedings.

Grievance Procedure

Article 3 (Continued)

(b) The preparation and processing of grievances, in-so-far as practicable, may be conducted during the hours of employment. All reasonable effort will be made to avoid involvement of students in any phase of the grievance procedure.

(c) The District and the Association agree to facilitate any investigation which may be required and the make available any and all material and relevant documents, communications and records concerning the alleged grievance upon written request of the party requiring such data.

(d) Except as otherwise provided in 3:05 (a) below, an aggrieved party and any party in interest, shall have the right at all stages of the Grievance Procedure to confront and cross examine all witnesses called against him, to testify, and to call witnesses on his/her own behalf. The same prerogative shall be available to Administration and to the District during the hearing of any grievance.

(e) All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants. This section should not deny the principal the right to evaluate a teacher's competency who may have submitted a grievance as a result of an action by the principal which was centered around the teacher's competency.

(f) The Association may file a general grievance directly into Stage 2 of the Grievance Procedure if, in the opinion of the Association,

- i. The Grievance affects a group of teachers;
- ii. [or] the alleged violations of the Agreement has system-wide implications;
- iii. The grievance is a response to a dismissal, termination, or transfer, or
- iv. Potential resolution of the grievance is vested in someone other than the grievant's immediate supervisor.

(g) If any provision in this Grievance Procedure, or any application thereof to Grievance Procedure any teacher or group of teachers in the negotiating unit, shall be finally determined by any court to be contrary to law, such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but, all other provisions or applications will continue in full force and effect.

(h) The Director of Personnel shall be responsible for accumulating and maintaining an official Grievance Record which shall consist of the written grievance and all data relevant to the grievance. The official Grievance Record shall be available for inspection and/or copying by the grievant, the Association and District, but shall not be deemed a public record.

(I) The existence of the procedure hereby established shall not be deemed to require any teacher to pursue the remedies hereby provided and shall not in any manner impair or limit the right of any teacher to pursue any other remedies available in any other form.

Grievance Procedure

Article 3 (Continued)

(j) No written grievance will be entertained by the Association or the District, and will be deemed waived unless the written grievance is processed at the proper step within forty (40) calendar days after the party submitting the grievance knew the grievance existed.

(k) No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the District or the Association or by any member of the Administration against the aggrieved party, any party in interest, any representative, any member of the grievance committee, or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.

3:04 Time Limits

Time limits are hereby established in the Grievance Procedure to insure that the alleged grievance will be handled with dispatch. If either party to the Agreement fails to answer or appeal the grievance within the time limits specified, unless extended in writing by mutual consent, the grievance shall automatically be appealed to the next step or be considered to have been answered satisfactorily, whichever the case may be. It is understood that when the time limits extend into one of the school recess or vacation periods, the parties will agree upon a mutually satisfactory date for an answer to be forthcoming.

3:05 Procedure

(a) Stage 1:

Any teacher having a grievance or any one designated member of a group having a grievance will discuss the complaint with immediate supervisor. The immediate supervisor shall render a decision to the employee within five (5) school days of the date the complaint was first orally discussed with him/her by the teacher. In the event the complaint is not resolved to the satisfaction of the teacher, he shall reduce the complaint to writing within five (5) school days on the grievance form provided, sign the grievance, and present it to his/her immediate supervisor. The immediate supervisor shall render a written decision within five (5) school days after the grievance is presented to him/her.

(b) Stage 2:

If the written answer of the immediate supervisor does not resolve the grievance, the grievance may be appealed to Stage 2 of the procedure within ten (10) school days of the receipt of the written answer in Stage 1. The Director of Personnel, shall, within twenty (20) school days of the date of the appeal, meet with the parties and attempt to arrive at an equitable solution. The Director of Personnel shall render a written decision within twenty (20) school days of the date of the hearing.

(c) Stage 3:

In the event a satisfactory settlement is not reached in Stage 2, the grievance may be appealed within twenty (20) school days to Stage 3. The Superintendent shall, within twenty (20) school days hold a hearing of all parties. The Superintendent shall render a written decision within twenty (20) school days of the date of the hearing.

Grievance Procedure

Article 3 (Continued)

3:06 Arbitration

(a) Notice of intent to appeal any grievance to an arbitrator shall be filed by one party with the other party within ten (10) school days after the final decision has been given by the Superintendent under Stage 3 of the Grievance Procedure. If such notice is not received within ten (10) school days as provided, unless mutually extended in writing, the decision of the Superintendent shall be final.

(b) Immediately after the filing of the Demand for Arbitration with the American Arbitration Association, the AAA shall submit simultaneously to each party an identical list of five names. Each party shall have seven days from the mailing Grievance Procedure date in which to cross off any names objected to, number the remaining names indicating the order of preference, and return the list to the AAA. If a party does not return the list within the time specified, all persons therein shall be deemed acceptable. From among the persons who have been approved on both lists, and in accordance with the designated order of mutual preference, the AAA shall invite the acceptance of an arbitrator to serve. If the parties fail to agree upon any of the persons named or if those named decline or are unable to act, then the AAA shall submit to each party a second list of names and the same procedure as set forth above shall be followed. In the event the parties fail to agree upon any of the persons named in the second list or if those named decline or are unable to act the AAA shall submit to each party a third list of names, and the same procedure as set forth above shall be followed. In the event the parties fail to agree upon any of other persons named in the third list or if those named decline or are unable to act, then the AAA shall administratively appoint a person to serve as arbitrator.

(c) The arbitrator shall hear the grievance in dispute and shall render decision in writing within thirty calendar days from the close of the hearing. Four copies of the award shall be signed by the arbitrator, two copies of which shall be delivered or mailed to each of the parties to the Agreement.

(d) The arbitrator shall have no power to add to or subtract from or modify any of the terms of this agreement, nor to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of the Agreement. In a matter referencing monetary awards, the arbitrator shall have no power to direct an award exceeding forty work days prior to the date of the filing of the grievance.

(c) Regardless of the outcome of the grievance submitted to arbitration, costs thereof shall be borne by both parties to the dispute, share and share alike. Such costs will be limited to the arbitrator's fees and expenses. The cost of any additional services required by either party shall be borne by the party requesting these additional services; unless mutually agreed to, in writing, by parties to share such costs.

3:07

The following Grievance Form, here included, shall be the form used for all grievances arising out of this Agreement. This form shall be printed and distributed by the Director of Personnel to all schools prior to the opening of school each year. Sufficient copies shall be on hand in each school at all times to insure the prompt and proper handling of grievances.

Index No. Stage 1 Date Stage 2 Date Stage 3 Date Arbitration Date

GRIEVANCE FORM

Employee's Name _____
(Last) (First) (Middle)

Building _____ Grade/Subject _____ Supervisor _____

Identify of Provision(s) of the contract allegedly violated _____

Nature of Grievance _____

Redress Sought _____

Signed: _____
(Employee)

Signed: _____
(Union Representative)

Stage 1

Reply By Immediate Supervisor: _____

Signed: _____ Date: _____

Stage 2

Reply by the Director of Personnel: _____

Signed: _____ Date: _____

Stage 3

Reply by the Superintendent: _____

Signed: _____ Date: _____

Copies: (1) Immediate Supervisor (4) Personnel
 (2) Building Representative (5) Utica Teachers Association
 (3) Grievant

*The Director of Personnel is responsible for distribution of appropriate copies of the responses to the list above.

ASSOCIATION - ADMINISTRATION LIAISON

ARTICLE 4

4:01

It is jointly agreed that two-way communication among the Association, the Board and School Administrators is in the best interest of all concerned. To this end, opportunity for discussion and consideration of matters of mutual interest is desirable both at the building level and the Association office and Central School Administrative level.

4:02

The U.T.A. Building Representative will have the right to schedule Association meetings in the school building before or after school provided such meetings do not conflict with scheduled faculty or other academic meetings. Meetings may be held during school time with agreement of the Superintendent through the building principal.

4:03

The U.T.A. Building Representative will be provided time at all faculty meetings, if requested, to report on matters involving representation of the teachers by the Association.

4:04

The U.T.A. Representative will be permitted to meet with teachers at times and places convenient to them, provided that such meetings can be scheduled without disturbing the carrying out of the job responsibilities of the parties involved.

4:05

The Association's Professional Practices, Rights and Responsibilities Committee (PPR&R Committee) will meet with the Superintendent or representative at least once a month during the school year to review and discuss current school problems and practices, and the implementation and administration of the Agreement. Such meetings may be canceled or adjourned by mutual consent. In order to facilitate these meetings, an annual calendar should be established.

4:06

The President of the Board and the Superintendent shall meet at regular intervals with the President of the Utica Teachers Association and the President of the Utica Administrators Association.

4:07

Effective September, 1989, the President of the Utica Teachers Association shall have his/her full-time teaching assignment reduced by 50%. The District shall design this individual's schedule in such a manner as to provide for release of the UTA President for Association business for the last half of the regular teaching day. Any alteration of this aforementioned schedule shall be by mutual agreement of the parties.

TEACHING CONDITIONS

ARTICLE 5

5:01 Regular Teaching Day

(a) The regular teaching day for all teachers shall be seven (7) hours and ten (10) consecutive minutes in length. The regular teacher arrival time shall be no earlier than 7:15 A.M. and the regular teacher dismissal time shall be no later than 3:45 P.M. except as provided for in 5:01 (c), below.

I. Elementary Schools: Elementary teachers should report to their respective schools at least twenty (20) minutes prior to the scheduled arrival of students and must be in their homeroom or classroom five (5) minutes before students are scheduled to begin arriving. Elementary teachers will be released forty-five (45) minutes after regular student dismissal and are to be available to students until the release time, unless occupied in a meeting or other school business.

ii. Secondary Schools: Secondary teachers shall report to their respective schools in accordance with the schedules posted prior to the beginning of the school year, said schedules to be drawn in accordance with the conditions set forth in this Article 5:01 (a), Articles 5:02 (c) and Article 5:03 of this Agreement. Standard class periods in the Secondary Schools shall be no less than thirty-five (35) minutes and no more than forty (40) minutes in length. There shall be no more than nine (9) standard class periods in the regular school day.

(b) A teacher is encouraged to remain in the school building and to utilize school facilities for as long as necessary to complete the normal activities of the day. The District recognizes, however, that this extension of the regular teaching day is the voluntary decision of the teacher, except as provided for in 5:01 (c) below.

(c) Teachers may be required to work beyond the regular teaching day up to fifteen (15) hours per school year. This time shall be allocated as follows:

i. The Faculty Advisory Committee of each building as defined in Article 25:01, shall schedule up to ten (10) hours of the above-mentioned time in cooperation with the Building Administrator to enhance the professional growth of the professional staff and the management of the school. No meeting will extend more than thirty (30) minutes beyond the regular teaching day and no more than two (2) meetings extending beyond the teaching day will be scheduled per month.

ii. The Building principal may use the additional five (5) hours per year, in blocks of thirty minutes for faculty meetings, subject to the following conditions: No meeting will extend more than thirty (30) minutes beyond the regular teaching day and no more than one meeting extending beyond the teaching day will be scheduled per month. Dates for the monthly faculty meetings will be established in September as part of each building's annual calendar, subject to changes due to unforeseen circumstances and calendar changes (i.e. snow days, emergency closure, etc.).

iii. Any teacher requested to attend any meeting scheduled less than seven (7) school days in advance, may be excused due to prior commitment, with approval from the Faculty Advisory Committee, from that portion of said meeting extending beyond the normal teaching day. Only the principal may excuse teachers from meetings scheduled more than seven (7) days in advance.

Teaching Conditions

Article 5 (Continued)

5:02 Preparation Period

(a) Preparation time for elementary teachers in Grades Pre-K through 6 shall be assigned according to the following schedule:

i. Grades Pre-K - 6 classroom teachers shall receive prep time consisting of at least thirty (30) consecutive minutes per day, five (5) days per week, and include those times when the teacher is relieved of classroom responsibility through the use of a teacher of special subjects or a certified teacher's assistant.

ii. Librarians and Special program teachers, i.e. Art, Music, Physical Education, Instrumental and Computer, shall receive thirty (30) minutes of daily prep time, five (5) days per week, to be scheduled in blocks of fifteen (15) minutes or more.

iii. When possible, the building principal shall strive to provide additional preparation time for elementary teachers in all grades. This preparation time will be exclusive of teacher's lunch time, and any time remaining in the regular teaching day before student arrival, or after student dismissal. The regular teaching day is defined in Article 5:01 (a) above. Supervisory Duties, as defined in Article 5:04 below, may be assigned within the regular teaching day.

(b) The secondary schedule shall be based on a nine (9) instructional period day. Each secondary school classroom teacher in grades 7 - 12 shall be granted two (2) preparation periods per day, which period shall be equal to the standard class period in length. The standard teaching day in such grades shall be five (5) classes and a study hall or other assignment. Study halls and other assignments, as defined in Article 5:04 below, may be assigned within the regular teaching day.

(c) Since all unit members who receive a position index (e.g. Social Workers, Speech Therapists, School Psychologists, Attendance and Guidance Counselors) are responsible for scheduling their own contact time with students, they will not receive formal preparation time. However, these positions will be exempt from performing Supervisory Duties as defined in Article 5:04 below. They may volunteer for such duties if they so choose.

5:03 Lunch Period

(a) Each teacher assigned to an Elementary School shall be granted a duty-free lunch period of no less than forty (40) consecutive minutes in length.

(b) Each teacher assigned to a Secondary School shall be granted a duty-free lunch period at least equal in length to the standard class period.

5:04 Supervisory Duties

Supervisory duties may be assigned to teachers within the regular teaching day. Such assignments shall be established based on the need to ensure the safety and well being of our students, as well as staff. This will require a cooperative effort by the building principal and the Faculty Advisory Committee working together.

Teaching Conditions

Article 5 (Continued)

- (a) Elementary teacher supervisory assignments, Grades pre K-6, are defined to include, but not necessarily be limited to, bus duty, cafeteria duty, door duty and playground duty.
- i. Assignments during student arrival will not commence sooner than ten (10) minutes prior to student arrival and shall end no later than ten (10) minutes after student dismissal. A teacher's assignment shall not exceed twenty (20) minutes in length.
 - ii. Cafeteria and/or playground duty will be assigned to volunteers only. Cafeteria duty exempts the individual from any additional supervisory assignments within the same day.
 - iii. Maximum scheduled time per teacher shall be limited to forty (40) minutes a day.
- (b) Secondary teacher supervisory assignments, Grades 7-12, are defined to include, but, not necessarily be limited to bus duty, cafeteria duty, door duty, corridor duty and study hall duty.
- i. Study halls are defined to include supervised, individualized study, as well as tutorial sessions, equal to one period in length.
 - ii. Corridor duty is defined to occur either during homeroom, or a regular class period.
 - iii. Assignments will not commence sooner than ten (10) minutes prior to student arrival and shall end no later than ten (10) minutes after student dismissal. A teachers assignment at arrival and dismissal times will not exceed twenty (20) minutes in length.
 - iv. Cafeteria duty will be assigned to volunteers only. Study hall and cafeteria duty exempt the individual from any additional supervisory assignments within the same day.
 - v. Maximum scheduled time per teacher shall be limited to one class period per day.
- (c) The building principal shall meet with their Faculty advisory Committee to develop a listing of necessary duties and determine assignments for their building. The list will be developed no later than the end of the second week of the school year. Final determination and responsibility reside with the building principal, subject to the limits and guidelines contained within this Article. The building principal may make temporary assignments as needed, prior to development of the list.
- (d) Once a final listing of necessary duties is made, each building principal shall solicit volunteers who shall have first choice on assignments. Remaining assignments shall then be equally distributed to all other teachers.
- (e) Each teacher will receive no more than one assignment per day unless the teacher volunteers, or the Faculty Advisory Committee agrees with the building principal that additional assignments are necessary.
- (f) Any final combination of assignments and the determination of whether any additional items need to be added to this list, will be based upon each individual building's needs.
- (g) Any time in excess of the daily limits listed in Article 5:04 (a) and 5:04 (b) above, shall be remunerated at a rate equivalent to a minimum of \$5.00, or the rate identified in Article 7:05, which ever is greater. The responsibility shall rest with the teacher to submit any claim within one (1) workday of the incident to their building principal for review and approval.

Teaching Conditions

Article 5 (Continued)

(h) The parties recognize that circumstances may require the utilization of staff during instructional time to perform supervisory assignments. Such utilization shall be based on Teaching Conditions individual building needs and any such scheduling shall NOT be additionally compensated as described in paragraph (g) above when such utilization completes the time necessary to qualify a teacher for full time classification.

5:05 Faculty Meetings

(a) Building Principals may hold such Faculty meetings as they deem necessary. Such meetings will be held during the school day, in accordance with Article 5:01 (c), above.

5:06 Collection and Handling of Money

(a) Teachers will not be required to solicit, collect, handle or account for moneys or merchandise from students, parents, other teachers and employees of the District for non-educational purposes. This will include such things as money for photographs, money for the PTA, service agencies, drives, insurance, funds, etc.

(b) Teachers may, when necessary, be required to collect and transmit money to be used for educational purposes. This will include such things as money for workbooks and book rentals.

5:07 Home Visitation

(a) Classroom teachers are encouraged, but not required, to make home visitations of any kind after the regular dismissal time for the regular day teachers.

(b) No classroom teacher will be required to make a home visitation during regular school hours unless accompanied by at least one (1) professional person of his/her own choosing.

(c) No teacher will be required to transport a pupil in his/her personal automobile.

5:08 Parking Facilities

(a) The District will endeavor to provide full, adequate, off-street parking facilities teacher for their exclusive use.

Teaching Conditions

Article 5 (Continued)

(b) All vehicles using such parking facilities must be registered with the Building Principal. All vehicles not properly registered will be reported by the Principal to the Policy Department for disposition with the recommendation that the owners of such vehicles be presented with a citation for illegal parking.

(c) In the event that such action does not resolve the situation, cars not properly registered will be towed away at the owner's expense.

5:10 Medical Examinations

(a) All medical examinations and tests related to position vacancies, transfers, etc. when required will be paid by the District. The choice of physician will remain with the teacher in all cases.

(b) Standard immunization, when required by law, will be paid by the District.

(c) Periodic chest X-rays and diagnostic tests for TB etc., when required by the Public Health Laws, will be paid by the District or the requesting agency.

(d) Any report of any examination or test returnable to the District will require a copy of the report be delivered immediately to the teacher.

5:11 Class Size

(a) The guidelines for class size are established as outlined below. The column labeled "Goal" (Column A) represents the desirable class size. The column labeled "Range" (Column B) represents the practical maximum class size. It is understood that class refers to the total enrollment of a single class assigned to a single teacher at a particular time, including mainstreamed students, and will not be determined by dividing the total enrollment of a school by the number of teachers or by the number of classrooms. It is further understood that the listed class sizes do not preclude temporary grouping and regrouping of students for special arrangements such as large group instruction, lectures, films, team-teaching, modules, and the like.

	GUIDELINES	
	"A"	"B"
	<u>GOAL</u>	<u>RANGE</u>
<u>Elementary Schools</u>		
Kindergarten through Sixth Grade	20	25
<u>Secondary Schools</u>		
Academic Subjects	25	30
Technology	15	20
Art	20	25
Vocational Education	15	20
Physical Education	30	40
<u>Study Hall</u>		
Junior High	25	30
Senior High	60	75

Teaching Conditions

Article 5 (Continued)

(b) Commencing with the school year 1969-70, if the number of students in any class exceeds the number indicated as maximum for such class size as defined in Column B, above (Range), the teacher may file a grievance and such grievance will be processed through the Third Step of the Grievance Procedure. Such grievance is not subject to the Arbitration clause.

5:12 Special Classes

The number of children in special classes for Options I, II, III, IV, and Resource Room will not exceed the maximum number (Actual Class Size) prescribed for each such class as set forth below (New York State Education Department current maximum)

- (a) Option I - 12 Students
- (b) Option II - 12 Students
- (c) Option III (Elementary) - 6 students (*Up to 12 providing no more than 6 at any one time.*)
- (d) Option IV - 12 Students
- (e) Resource Room - 20 Students
 - (1) Additional students may be placed with variances.
 - (2) Other limits and specifications shall be listed consistent with New York State Education Department current maximums.

5:13 Teaching Facilities

- (a) The district will endeavor to provide:
 - i. Space in each classroom for safe storage of instructional items.
 - ii. Safe and healthful conditions under which teachers can carry out their professional duties.
 - iii. An adequate, but separate, area in each school building for the use of teachers for eating their lunch, apart from the students.
 - iv. Well-lighted and clean teachers' rest rooms with an assurance of privacy.
 - v. Whenever possible, a room set aside in each school for the planning and preparation of materials for teaching.

Teaching Conditions

Article 5 (Continued)

- vi. Adequate blackboard and bulletin board space in every classroom.
- vii. An appropriately furnished room to be reserved for the use of teachers as a faculty Lounge. The room will be in addition to the work area for teachers *identified in Sub-Section v., above.*
- viii. A separate workable desk for each teacher with lockable drawer space.
- ix. Copies, exclusively for each teacher's use, of all texts used in each of the courses taught.
- x. There will be a public telephone in each school building if such telephone involves no cost to the district.
- xi. Pupils will not be assigned to any classroom in larger numbers than the teaching facilities or stations available.

5:14 Supplies

- (a) The district will provide adequate supplies and textbooks, and also coordinate the ordering of all supplies and materials when necessitated by curriculum changes.

5:15 Special Assignments

- (a) Teachers of advanced placement classes shall have a minimum of four (4) and a maximum of five (5) teaching assignments per day and one tutorial period; but, no study hall or other supervisory assignment as defined in Article 5:04, above.
- (b) Department Heads will have at least three (3) but no more than four (4), teaching assignments per day.

5:16 Tuition Waivers

Teachers assigned student teachers may transfer assigned rights to free state sponsored courses to any teacher of their choosing. The teacher receiving these rights must be employed at the Utica Public Schools.

5:17 Mainstreaming

In all instances where special education students are being mainstreamed, there will be a conference between the receiving teacher and the involved special education teacher prior to mainstreaming or as soon as possible after the commencement of mainstreaming.

5:18 Calendar

Teachers will work a maximum of one hundred eighty-one (181) work days per school year within the District adopted calendar for that year. A work day is a regularly scheduled teacher attendance day.

Teaching Conditions

Article 5 (Continued)

5:19 Administration of Regents Examinations

In order to meet the requirements of administering Regents examinations, *Flex Time* may be arranged by the Building Principal on Regents Examination days to insure necessary coverage beyond the regular arrival and dismissal times as outlined in Article 5:01; however, in no case will the Flex Day exceed seven (7) hours and ten (10) consecutive minutes in length.

5:20 Grading of Mandated Tests - Preparation of IEP's

- (a) The District shall make provision to provide substitutes or dismiss students for one-half (1/2) day per year in instances where teachers are required to grade examinations mandated by the Board of Regents (e.g., PEP, RCT).
- (b) The District shall make provision to provide substitutes or dismiss students for two half days per year in instances where teachers are required to prepare IEP's. The option of the half days occurring on one day or on two different days shall be at each teacher's discretion with building administrator notification.

TEACHER EMPLOYMENT

Article 6

6:01 Salary Schedule Placement

(a) All newly employed or reinstated teachers commencing employment in the Utica School District, shall be placed on the proper step of the Salary Schedule as determined by the most recent terms and conditions of employment negotiated by the District and the Association.

i. The proper salary step will be determined by the Director of Personnel after a review of the applicant's experience and preparation. The Association and the District have jointly prepared a reference chart which indicates the number of years experience required to achieve each step on the salary schedule.

ii. During the first three (3) years of employment in the Utica Public Schools, no inexperienced teacher shall receive a salary in excess of those provided at the probationary level, i.e. an inexperienced teacher with a Bachelor's Degree placed on the third step at the time of initial appointment shall receive no more increments until he/she moves to the fourth step of the schedule during the fourth year of service in the school district.

"It is understood and agreed between the parties that the language of Article 6:01 (a) ii, in reference to the third step of the salary schedule, refers to the third level of salary on the schedule for the applicable year, whatever that level may be numbered."

iii. Upon initial employment, consideration will be given for prior teaching and the Director of Personnel will inform the Superintendent of the correct salary placement based on prior service. Credit for prior service shall be granted in the following matter:

One year credit for each year of public school teaching experience and/or certified teaching experience in a non-public school; one year credit for every two years uncertified, non-public school teaching experience. No teacher shall be retained on the same step for more than one calendar year, unless on a discretionary step above that based on actual teaching service, as provided for in 6:01 (a) ii, above and /or 6:01 (a) iv, below. A teacher may advance to a higher step for the year if employed for there previous year by the School District on a fifty percent (50%) basis.

iv. The District may hire a teacher four (4) steps above or below actual experience. Teachers hired above actual experience will not advance on the schedule until experience equals step placement. Teachers hired below actual Teacher Employment experience will advance two steps per year until experience equals step placement.

v. Upon initial employment, limited additional credit will be granted for applicable experience in Federal Service inclusive of the following services:

(a) Armed Services - Not to exceed four (4) years honorable service.

(b) Peace Corps - Not to exceed two (2) years honorable service.

Teacher Employment

Article 6 (Continued)

(c) VISTA - Not to exceed two (2) years honorable service.

(d) National Teaching Corps - Not to exceed two (2) years honorable service.

vi. In the case of vocational and technical teachers in the trade, industrial and service programs, additional credit will be granted for up to one half (1/2) paid, documented, work experience related to the teaching position acquired prior to acquisition of certification for that position.

vii. For the purpose of determination of a vocational teacher's salary only, ten (10) years provisional certificate will be considered the equivalent to a bachelor's degree.

viii. Any teacher who resigns from the Utica School District having worked a minimum of seven (7) school months during the school year in which the resignation takes place, but is not re-employed by the Board during this same school year, and who is not entitled to the credits specified above, will, upon re employment in the Utica City District, be granted the next higher salary step on the salary schedule above that salary step at which the teacher left.

TEACHER ASSIGNMENT

ARTICLE 7

7:01 Notification

(a) All teachers will be notified in writing of their tentative assignments for the coming school year as early as is practicable and, under normal circumstances, not later than the Monday of the last week of required teacher attendance in June. The notification will include the following information:

- i. The tentative school or schools to which the teacher will be assigned.
- ii. The tentative grade, grades and/or subjects assigned.

(b) The District retains the right to make assignments for each school year, to change assignments, and to change the site of assignments, except as expressly limited by the terms of the Agreement between the parties.

7:02 Certification

Teachers will not be assigned to teach classes outside the scope of their teaching certificates and/or their major or minor fields of study except in emergencies when no certificated teacher is available.

7:03 Grades 7-12 Assignments

A secondary teacher will not teach more than two (2) subject areas nor more than a total of three (3) preparation courses within these areas at any one time, unless the teacher so requests, in writing, to the principal.

7:04 Grades Kindergarten - 6 Assignments

When a special subject teacher is in charge of a class on the Kindergarten through level, the classroom teacher may leave the classroom. In such instances, the classroom teacher's time is to be considered as part of the preparation time outlined in Article 5, Paragraph 5:02, whether the classroom teacher elects to leave the classroom or to remain.

7:05 Additional Instructional Work - Grades K-12

Effective July 1, 1991, when a teacher is directed or volunteers to assume instructional responsibilities not normally scheduled, the District will pay \$15.00 per instructional Teacher Assignment period. Teachers must assume one (1) period per day in an emergency situation, when another teacher is absent. No more than two (2) additional periods a week will be scheduled without the teacher's approval.

Assumption of instructional responsibilities not normally scheduled is defined to include when a teacher takes a class during time normally scheduled as prep time or duty-free lunch time, and when the teacher is assigned additional students from another class due to the unavailability of a substitute.

- Effective January 1, 1993, the rate of pay shall be \$17.00 per instruction period.
- Effective September 1, 1993, the rate of pay shall be \$20.00 per instructional period.

Teacher Assignment

Article 7 (Continued)

7:06 Teacher Assignment in Event of Elementary Consolidation

In the event that some Elementary Buildings are closed as a result of consolidation/reconfiguration, teachers in the affected buildings (both closed building(s) and building(s) receiving students from the closed buildings) shall be allowed to choose/her teaching assignment in the receiving building(s) by the following method:

- (a) The District will identify the building(s) that are to be closed and the building(s) that will receive students assigned to the closed buildings.
- (b) The District will establish a seniority list that includes all Elementary K-6 teachers in the affected buildings (both closed and receiving buildings).
- (c) All Elementary K-6 grade level teaching assignments at the receiving building(s) shall be made available to affected elementary (K-6) teachers on said list for selection on the basis of seniority.
- (d) Nothing in this Article shall diminish the Article 8 rights of those teachers described above.
- (e) Teachers other than those certified as K-6 shall select assignment in accordance with the Transfer provision as set forth in Article 8 of this Agreement.

TRANSFERS

ARTICLE 8

8:00 Vacancy

A Vacancy is a position for which there is no incumbent.

8:01 The following definitions shall apply to terms used in this article

- (a) A VOLUNTARY TRANSFER is a move from one school building to another which is initiated at the request of the unit employee.
- (b) An INVOLUNTARY TRANSFER is a move from one school building to another which is initiated by the District.

8:02 Postings

- (a) All vacant teaching assignments shall be conspicuously posted in all District buildings, and be included in the District's regular communication media.
- (b) All postings shall include the location of the position, name of the positions immediate supervisor, certification required and starting date. Additionally, each posting shall state the deadline for submitting application and shall be posted no later than ten working days prior to the filing deadline.
- (c) During the summer recess, all vacancies shall continue to be posted in all District buildings which remain open for business. Any teacher who wishes to receive a copy of such summer postings must notify the Personnel Department of the area(s) in question, and provide the Personnel Department with self-addressed, stamped envelopes, for mailing at the time of posting.

8:03 Voluntary Transfer

- (a) An eligible teacher shall be defined as one who has a satisfactory rating as determined by the District's performance rating instrument, in addition to certification for the posted position, and who has not been granted a voluntary transfer within the same school year.
- (b) Any eligible teacher desiring a transfer to another building shall file a written request for such transfer, with the Director of Personnel, consistent with the posting for the requested position. A copy of the request shall be immediately forwarded to the teacher's current principal and to the Utica Teachers Association by the Personnel Department.
- (c) All other factors being substantially equal, with respect to professional preparation and performance, the applicant with the greatest seniority within the tenure area of the position will be selected for the particular position.
- (d) When an elementary teacher in grades K - 6 receives a notification of assignment for the following year under Section 7:01, above, and the assignment is within the same building but at a different grade level, such teacher may submit within twenty (20) calendar days of receipt of the notification of assignment, a request for a voluntary transfer to another building. Such request shall be made in writing to the Administrator in charge of Personnel. The District shall waive the February 1st deadline for submitting voluntary transfer requests as set forth in Section 8:02 (a), above. The request for voluntary transfer shall be valid and given consideration during the months of July and August immediately following the June in which it is submitted, and also during the first semester of

TRANSFERS

ARTICLE 8 (Continued)

the immediately ensuing school year, i.e., September through January, If the transfer request has not been granted by the end of that period, and the teacher still wishes to be considered for a voluntary transfer to another building, he/she must submit a new request in writing to the Administrator in charge of Personnel by February 1st, which shall be considered under the terms and conditions of Section 8:02 (a) through (c), above. Waiver of the February 1st deadline and acceptance of transfer requests during the month of June as set forth above, in no way constitutes a guarantee by the District that any individual voluntary transfer request shall be honored.

8:04 Involuntary Transfer

- (a) Teachers with unsatisfactory ratings may not be involuntarily transferred. In exceptional circumstances, said teacher may be transferred by mutual agreement of teacher, Association and District.
- (b) Notice of the need for involuntary transfer will be given to teachers as soon as practicable.
- (c) Teachers being involuntarily transferred will be notified of the positions available in their tenure areas. When more than one teacher is being considered for an involuntary transfer, within a tenure area, the teachers with the greatest seniority in the applicable tenure area in the District will be given priority in selection from the available positions.
- (d) An involuntary transfer will be made after a meeting between the teacher and the Director of Personnel. At such meeting, the teacher may be represented by the Association, and the teacher will be notified orally, and in writing, of the reason or reasons for the involuntary transfer.
- (e) All other factors being relatively equal, when more than one teacher is being considered for an involuntary transfer, the teacher with the greatest continuous service in the applicable tenure area in the District will be given the first consideration.

8:05 Exceptions

- (a) An exception to 8:03 (a) shall occur when an otherwise "ineligible" teacher requests a transfer and is granted such request upon the approval of the Superintendent.
- (b) An exception to 8:04 (a) shall occur when the affected teacher is the least senior within the tenure area suffering a reduction in staff at the building.

8:-06

- (a) All transfers, whether voluntary or involuntary, will be decided upon by the appropriate administrator at the earliest possible date.
- (b) Each applicant for transfer will be notified by the Personnel Department as to who was transferred within ten (10) school days of the final determination and Board approval.

Transfers

Article 8 (Continued)

8:07 General Provisions

- (a) A teacher who has been denied a voluntary transfer, or first choice in the case of an involuntary transfer, will be advised in writing of the reason or reasons for such denial within fifteen school days of the Board action or Administrative action, whichever is later, appointing another individual to the particular position.
- (b) Whenever possible, all transfers, whether voluntary or involuntary, will be decided upon by the appropriate administrator at the earliest possible date, in any case, on or before the Monday of the last week of required teacher attendance in June.

PROMOTIONS

ARTICLE 9

9:01 Promotional Announcements

- (a) All professional vacancies which are administrative or supervisory in nature; and those positions identified as Extra-Curricular Services and Professional Indices in Article 26:03, shall be conspicuously posted in all District buildings, and included in the District's regular communication media.
- (b) All announcements shall give the position title, starting rate of pay, minimal qualifications required, the name of the position's immediate supervisor, and proposed starting date.
- (c) All announcements shall clearly state the conditions for filing applications and shall be posted no later than ten (10) working days prior to the filing deadline.
- (d) During the summer recess, all announcements shall continue to be posted in all District buildings which remain open for business. Any teacher who wishes to receive a copy of the summer positions must notify the Personnel Department of the areas in question and provide the Personnel department with self-addressed, stamped envelopes, for mailing at the time of posting.

9:02 Equal Opportunity

The Utica City School District is an equal opportunity organization that does not discriminate on the basis of race, creed, sex, age, handicapping condition, or national origin, in admission, access to, treatment, employment, or promotions in District programs and activities.

9:03 Filling Promotional Vacancies

- (a) While filling promotional vacancies, the District agrees to give due consideration to the professional qualifications of all applicants, including the length of service in the Utica Public School System.

Promotions

Article 9 (Continued)

9:04 Screening Committee

- (a) Teachers shall be represented on the Committees which are to be established for the purpose of screening and selecting department chairs, principals, vice-principals, and other administrative and supervisory personnel
- (b) The Personnel Department will initially screen all applicants to set aside those who fail to meet the minimal qualifications as posted. All others, which meet or exceed the minimal qualifications, shall be presented to the full screening committee.

9:05 Notification

Within ten (10) school days of the final selection and approval by the Board, each applicant will be notified by the Personnel Department as to who was selected.

9:06 Grievability

It is agreed and understood that no matter of this Article shall be subject to the Grievance and Arbitration Procedure of this Agreement.

SUMMER AND EVENING SCHOOL

ARTICLE 10

10:01 Summer School

The summer school program may consist of three (3) discrete areas - namely, the Secondary Program (grades 7-12), the Elementary Program (grades K-6) and the Special Education Program.

10:02

Various programs will differ in duration and other requirements. All details will be listed in the posting for each program.

10:03 Posting

A full listing of positions available in the Summer School Program will be posted in the "KNOW" Bulletin and other inter-school directives at the earliest possible date after final approval by the Board of Education is granted.

10:04 Application and Notification

(a) Candidates for Summer school positions will make application on forms obtainable from the designated administrator and will return the completed form to office no later than the deadline date specified in each posting.

(b) All applicants will be notified of their acceptance or rejection no later than twenty-one (21) calendar days after the deadline date for submission of applications, unless a question of funding prohibits a final commitment at that time.

10:05 Procedure for Selection of Staff

(a) The following procedure will be followed in the selection of staff when possible, all other factors being equal:

- i. Teachers of the regular Utica City School District who previously provided satisfactory service to the District during the school year and satisfactory summer school service in the Utica City School District.
- ii. Teachers of the regular Utica City School District staff who previously provided satisfactory service to the District during the school year.
- iii. Teachers from Districts other than the Utica City School District who previously provided satisfactory summer school service in the Utica City School District.
- iv. Teachers from Districts other than the Utica City School District.

Summer and Evening School

Article 10 (Continued)

10:05

(b) When a teacher receives notification of acceptance as a summer staff member, the teacher will be employed in a professional capacity for the duration of the summer as specified in the summer calendar, unless there is insufficient enrollment in the individual class of assignment to warrant employment. If cutbacks due to lack of enrollment occur, Article 10:05 (a) of this Article will be used as a guide to determine personnel retained in subjects, grade levels, or special project assignments. Specifically, teachers will be eliminated in reverse order of 10:05 (a). If a teacher's class load falls below 15 students, three (3) courses of action may be considered by the Director of Personnel.

- i. The teacher's assignment will remain the same.
- ii. The teacher's assignment will be changed.
- iii. The teacher's assignment will be dropped from the summer school program. However, no teacher will be dropped from their position after the third week of the Summer School Program. Every effort will be made to retain all personnel when possible. In order to facilitate the retention of teaching personnel, it is permissible to retain a teacher on a half-time (1/2) basis.

10:06 Benefits

Summer school teachers will receive no benefits except salary and one day of sick leave. If such sick leave is unused, it shall be added to the teacher's accumulated sick leave. Teachers who are regular staff members, and who have existing accumulated sick leave, may have one additional sick leave day during the summer which shall be deducted from such accumulative sick leave.

10:07 Evaluation

All professional personnel will have their summer school services evaluated by their immediate supervisor by the same procedure used during regular sessions and based on the evaluations, the Director of Personnel will determine the personnel who will be retained.

Summer and Evening School

Article 10 (Continued)

10:08 Summer School Salary Schedule

Teachers in the summer school programs will be paid at the rate of \$15.00 per hour, prorated for portions of an hour to the nearest quarter hour. Required hours of work will be listed in the posting for each program. Teachers will be paid the hourly rate for all time actually worked during the required hours. This rate of pay will commence with Summer School 1991.

- Effective September 1, 1992, the hourly rate of pay will be \$17.00.

- Effective September 1, 1993, the hourly rate of pay will be \$20.00.

10:09 Evening School

(a) Evening school is that part of the education program which is paid for out of General Funds and provides continuing educational experience for adults as a means of completing high school requirements, updating skills, or satisfying special interests.

(b) Application:

Notice of Evening school positions will be conspicuously posted in the Administration Building of the District, in the Main Office of each school building, and in the regular communication media of the District no later than June 1st of each school year.

10:10 Evening School Salary

Evening school teachers shall be paid at the rate of \$15.00 per hour for all hours actually worked during the required hours of work. This \$15.00 hourly rate shall be prorated for portions of an hour worked to the nearest quarter hour. This rate of pay shall be effective July 1, 1991.

- Effective January 1, 1993, the hourly rate of pay will be \$17.00.

- Effective September 1, 1993, the hourly rate of pay will be \$20.00.

10:11 Homebound and In-School Suspension Duty Beyond the Regular School Day

Effective July 1, 1989, teachers providing homebound instruction or in-school suspension duty beyond the regular school day shall be paid at the rate of \$20.00 per hour for all hours actually worked. The \$20.00 hourly rate shall be prorated for portions of an hour worked to the nearest quarter hour.

EVALUATION

ARTICLE 11

11:01

The primary purpose of professional evaluations is the improvement of instruction. Secondary goals are the promotion of professional growth and the fulfillment of necessary requirements as mandated by the New York State Tenure Law.

11:02

All professional staff members may be evaluated by their immediate supervisors on the basis of the procedures outlined below.

11:03

All monitoring or observation of the work performance of a teacher will be conducted openly and with the full knowledge of the teacher.

11:04

The building principal shall be responsible for the evaluation of all classroom teachers assigned to staff. Although the ultimate responsibility rests with the principal, assistant principals, department heads and administrators may assist in evaluating classroom teacher.

11:05

In the high schools, evaluation of the teaching of subject matter content may be done by the appropriate department head, or the appropriate administrator in the event there is no department head, if the teacher so requests.

11:06

If the principal involves other personnel in the evaluation process, signed statements from these individuals will be included in the principal's final evaluation report.

11:07

In evaluating teacher performance, the principal has the obligation of identifying inadequacies and the recommending, in writing, to the teacher, the means of correcting inadequacies. The written evaluation should clearly indicate the specific positive assistance rendered by the principal.

Evaluation

Article 11 (Continued)

11:08

Each teacher will have the right, after each evaluation interview with the principal, to include written remarks, statements, etc., concerning the evaluation. Such written remarks will be made on the original evaluation form or on attached sheets and the existence of such attached sheets will be properly noted in the original evaluation form. Signatures of both the teacher and the evaluator will be affixed to these statements.

11:09

Since evaluation is essentially a positive process, the principal shall conduct an evaluation interview even if no dissatisfactions are observed.

11:10

The signature of the teacher on the evaluation form is to be considered as acknowledgement that the evaluation has been discussed with the teacher and does not necessarily constitute agreement with the evaluation.

11:11

The principal will make a general announcement concerning the date upon which formal evaluations will begin.

11:12 Non-Tenure Teachers

- (a) Observations of first year teachers during the first semester should be for rendering assistance. For the purpose of evaluation, there will be a minimum of three observations.
- (b) On or before March 1st, each school principal is to submit a written evaluation to the Superintendent for each non-tenured teacher under supervision. The evaluation will be a descriptive statement of the teacher's performance.
- (c) All evaluations, or written reports of an evaluative nature, submitted to the Superintendent must be thoroughly discussed with each teacher and shall bear the signature of both the principal and the teacher. This evaluation will include a clearly stated recommendation concerning the teacher's status of employment for the forthcoming year. The teacher will be given a copy of the evaluation.
- (d) Each principal may, at any time, submit additional written evaluations to the Superintendent concerning teacher performance as long as they have been discussed with and signed by the teacher concerned.

Evaluation

Article 11 (Continued)

(e) In the event that a non-tenured teacher is found to be rendering unsatisfactory service, he/she shall be notified as soon as possible, but in no event later than the day prior to the beginning of the Spring recess and only when employed initially at the beginning of the school year.

i. Notification for a teacher who is eligible for tenure shall be made no later than the end of the first semester of the year he/she or she becomes eligible for Tenure.

11:13 Tenure Teacher

(a) In granting tenure status to any teacher, the Board of Education has expressed confidence that the teacher has performed and will continue to perform in an efficient manner. Any truly professional teacher, however, will desire to continue growing in the teaching profession, and will be appreciative of constructive evaluation.

(b) Prior to March 15, each principal may present to the Superintendent a written evaluation of the performance of each tenured teacher under his or her supervision. No tenured teacher shall have three (3) years of service pass without an evaluation. Such evaluation, before submission to the Superintendent, must be thoroughly discussed with each teacher and shall bear the signature of both the principal and the teacher. The teacher shall be given a copy of the evaluation.

11:14

The procedure established for the formal evaluation of both tenure and non-tenured teachers shall not preclude informal evaluation between teacher and principal, which informal evaluations will not be made a part of the teacher's personnel file.

11:15

The rights of teachers with respect to evaluation are found in Article 25, Par. 12.

11:16

Teachers are to be directly involved in evaluating performances of aides within their (teacher) area of service.

LEAVES OF ABSENCE

ARTICLE 12

12:01 Leaves of Absence for Reason of Ill Health

All full time teachers are entitled to be absent from work because of personal illness or disability or because of the presence of a contagious disease in the family without loss of pay in accordance with the conditions listed below.

- (a) Teachers shall be credited with ten (10) days of sick leave per year provided they report for duty at the commencement of the school year. Teachers hired to teach the second semester of the school year will receive five (5) days of sick leave. Teachers hired after the start of the school year, or the second semester, whichever the case may be, will receive sick leave on a pro-rata basis.
- (b) Accumulation of unused sick leave days shall be unlimited.
- (c) The Board may, at its discretion, require medical proof of illness for any period of absence due to sickness or disability which extends beyond a five (5) day period.
- (d) In the event that accumulated sick leave is exhausted, the Board, upon the recommendation of the Superintendent will grant a leave of absence to any teacher without pay for a period not to exceed two (2) years because of such personal illness or disability. The written request for such extension must be accompanied by medical verification and shall be directed to the principal or immediate supervisor and shall thereafter be subject to annual medical verification.
- (e) At the beginning of each school year each teacher will be provided with a record of the number of his/her accrued sick leave days. Such a statement will also be made available at any other time to a teacher upon request.
- (f) Upon retirement, teachers will be paid for unused sick days under the following conditions:
 - i. A teacher must have a minimum of fifty (50) unused sick days accumulated at the date of retirement to be eligible to be paid for unused sick days.
 - ii. Unused sick days in the amount of 1-50 shall be paid at the rate of \$10.00 per day.
 - iii. Unused sick days in the amount of 51-250 shall be paid at the rate of \$15.00 per day.
 - iv. Payment for unused sick days shall be to a maximum of 250 days and no payment shall be made for accumulated sick days above 250.
 - v. Payment for unused sick days shall commence for teachers who retire on or after July 1, 1985.
 - vi. Teachers who retire must be eligible to retire under the New York State Teachers Retirement System.

Leave of Absence

Article 12 (continued)

12:02 Sick Bank

A Sick Bank shall be established through contribution of earned sick days by active employees represented by the Utica Teachers Association. Under no circumstances at any time shall the District contribute days to the bank. The Sick Bank shall be available to teachers only in the case of a catastrophic, extended or terminal illness and cannot be used until an individual teacher's accrued sick time has been exhausted.

(a) Rules and Regulations for administration of the Sick Bank shall be drawn and adopted by a Committee appointed by the UTA, said committee to also be responsible for administration of the Sick Bank. Following each meeting, the committee shall issue a written report of items under discussion to the Personnel Administrator.

(b) Funding of the Bank shall occur using the following methods.

i. Initial funding of the sick bank shall occur at the beginning of the 1989-90 school year,

by donation on one (1) accrued sick day from each member of the bargaining unit.

ii. A second funding of the sick bank shall occur at the beginning of the 1990-91 school year, using the same method as outlined in paragraph (I).

iii. The sick bank shall not be funded again until such time the Committee notifies the Superintendent that the bank's accrued days have fallen below 650. At that time, the Superintendent shall direct an additional funding of the bank using the same system used for the initial funding, as outlined in paragraph (i) above.

iv. Upon retirement any unused sick days for which teachers do not receive payment under the provisions of Article 12:01 (f) will be credited to the Sick Bank.

v. Upon retirement teachers may also donate to the Sick Bank any unused sick days for which they would otherwise receive payment under the provisions of Article 12:01 (f), e.g., a teacher has 250 unused sick days upon retirement and wishes to donate the first fifty (50) days. Payment will be made to that teacher at the contractual rate for days 51 - 250, with no payment for the days donated to the Sick Bank.

12:03 Leave of Absence for Association Activities

Upon written request, the Board agrees to grant an unpaid leave of absence to one (1) teacher designated by the Association for the purpose of engaging in Association (local, State or National) activities. Upon return from such leave, the teacher will be considered as if he/she were actively employed by the Board during the leave and will be placed on the salary schedule at the level he/she would have achieved had he/she not been granted the leave.

Leave of Absence

Article 12 (continued)

12:04 Leave for Special Teaching Purpose

A leave of absence without pay for a period not to exceed two (2) years will be granted to any teacher who joins the Peace Corps, Vista, or National Teachers Corps and for a period not to exceed two (2) years to any teacher who goes to another school district as an exchange teacher, providing participation in such programs is on a full-time basis. Upon return from the leave, the teacher will be considered as if he/she were actively employed by the Board during the leave and will be placed on the salary schedule at the level he/she would have achieved had he/she not been granted the leave.

12:05 Military Leave

A military leave of absence will be granted to any teacher as provided by Federal and State Military Laws. Upon return from such leave, a teacher will be considered as if he/she were actively employed by the Board during the leave and will be placed on the salary schedule at the level he/she would have achieved had he/she not been granted the leave.

Teachers who are in the armed forces reserve or national guard and are called to active duty on an involuntary basis shall have the option of receiving their military pay or their teaching pay while on active duty during the school year. Teachers who elect to receive their teaching pay shall return to the District any pay received from the military during the period for which the teacher is receiving regular teaching pay from the District. Such teachers will provide the District with copies of their military paycheck or statement of earnings.

The District shall continue medical coverage for teachers called to active duty in the same manner as provided for teachers in active employment. This continuation of medical coverage shall be for a period of up to three (3) months; subject to an automatic extension for an additional three (3) months. Additional extensions may be granted by the District.

12:06 Leave for Personal Reasons

Upon presentation of a reason satisfactory to the Superintendent, an unpaid leave of absence for personal reasons shall be granted for a period not to exceed one (1) year. Extensions of such leave may be granted at the discretion of the Board.

12:07 Maternity & Child Care Leave

Upon presentation of a doctor's certificate indicating that a physical condition of pregnancy exists, along with a written request to the Assistant Superintendent for Personnel, a leave of absence without pay will be granted to a female teacher for maternity purposes by the Board of Education. The teacher may request the maternity leave to be effective any time prior to the anticipated date of delivery. A teacher may continue in active employment as late into her pregnancy as she desires, provided she is able to satisfactorily perform all her required duties. A teacher may use all leave normally permitted up to the date her maternity leave shall take effect. In every case, at least 30 days notice will be given to the District prior to the date the leave is to commence.

Leave of Absence

Article 12 (continued)

A male teacher whose wife gives birth may request a leave of absence beginning on the date of delivery up to one (1) school year. All leaves must terminate on February 1 or June 30.

A teacher on leave may be given consideration for substitute teaching under the same conditions given all substitutes.

A teacher adopting a child may request a leave to commence on the day of adoption or on a date prior to the adoption.

12:08 General conditions Governing Unpaid Leave of Absence

Unless explicitly stated otherwise in the particular section covering an extended leave of absence, the following regulations will govern all unpaid leave of absence:

- (a) Except as provided in Section 12:05 and 12:07 (I) all leaves of absence and all extensions of leaves must terminate concurrently with the termination of a semester and the teacher on leave shall return to work the first day of the next semester.
- (b) All benefits to which a teacher would be entitled were he/she not on leave will be suspended for the duration of such leave, including accumulation of sick leave.
- (c) A non-tenured teacher on leave of absence does not accumulate service for the purpose of tenure. Upon return from such leave, the teacher's probationary period will be extended for a period which will equal the difference between the service rendered the school district and the length of probationary period.
- (d) A teacher on an unpaid leave of absence may continue Health Insurance Program provided he/she pays the full cost of such insurance program.
- (e) A teacher returning from leave will be placed on the same level of the salary schedule he/she was on when the leave commenced.
- (f) All benefits to which a teacher was entitled at the time when the leave of absence commenced, including unused sick leave, will be restored to him upon return. The teacher will be assigned to the same position which he/she held at the time of such leave or to an equivalent position whether he/she returns from leave at the commencement of a semester or at any other time during the school year.
- (g) All requests for leaves of absence or extensions of such leaves must be made in writing and must be directed to the Personnel Department. Approval or denial of the request for a leave of absence or extension thereof will be made in writing within thirty (30) calendar days of the receipt of the request. Notification or approval of a request for a leave of absence or extension thereof will include appropriate contract language for subsection (h) given below, according to the

Leave of Absence

Article 12 (continued)

termination date of the leave of extension setting forth the time period during which the employee must notify the District of his/her intention to return. Such notification shall be sent by certified mail and shall be the only such notification required of the District. A copy of each such approval letter will also be sent to the President of the Utica Teachers Association.

(h) Teachers taking a leave of absence for a semester or longer must notify Personnel by certified mail of his/her intent to return when the leave extends beyond the academic year.

UNLESS SUCH TIMELY WRITTEN NOTICE IS RECEIVED ACCORDING TO THE SCHEDULE BELOW, THE TEACHER WILL BE CONSIDERED TO HAVE RESIGNED.

In the case of a teacher on a part time leave, the teacher will be considered to have resigned to the extent of the leave; for example, a teacher on half-time leave would be considered to have resigned from half of his/her position. In all such cases, the teacher shall thereafter be considered a part-time employee of the District, unless subsequently rehired to full-time status.

i. Teachers on leave or extensions of leave which terminates in January concurrent with the last day of the first semester must notify the Personnel Office between October 15 and December 1.

ii. Teachers on leave or extensions of leaves which terminate in June concurrent with the last day of the second semester must notify the Personnel Office between January 1 and April 1.

iii. When a teacher is ill and an unpaid leave of absence is necessitated by exhaustion of sick time, the teacher may return upon a determination of ability to return to work. The illness and the ability to return to work shall be verified by the teacher with a written statement by a physician. The illness and the ability to return to work are further subject to verification by examination of the teacher by a physician of the District's choice. Any teacher covered by this clause who returns to work subsequent to May 15 may not have a specific assignment, but shall be assigned by the District for the remainder of the school year on a daily basis or a regular basis to assignments within the teacher's tenure area.

(j) Permission to return from leave at a date other than the first day of a semester may be granted at the discretion of the District upon written request by the teacher.

TEMPORARY ABSENCE

ARTICLE 13

13:01

During the course of employment, teachers may find it necessary, for various reasons, to be absent from their assigned positions for a temporary and brief period of time. To regulate such absences the Board of Education and the Association agree to the provisions for temporary absences as described below:

13:02 Temporary Leave Form

In case of individual temporary absences, the teacher must submit a Leave Form to the Building Principal as soon as possible after the need of such absence is known. Such notification may be made orally, but must be confirmed, in writing, within five (5) school days of the oral notice. The building principal will note the receipt of the form with signature, and then forward the form to the Administrator for Personnel for approval of payment. The procedure for notification of absence due to illness is covered in Article 15 - Absences.

A special form is provided for requesting payment for temporary absence. The purpose and expected length of the leave is required at the time the teacher submits form.

13:03 Personal Days

The following temporary or personal days of absence with pay shall be effective during the life of this Agreement.

- (a) Three personal days to conduct compelling personal business which cannot be conducted outside of normal school hours.
- (b) Unused personal leave days will automatically accumulate as additional leave days at the close of each school year. Teachers not using any personal leave will accumulate four (4) sick leave days for the year.

13:04 Personal Day Restrictions

Personal leave may not be taken the day immediately before or after a holiday or recess period, or combined with other absences, such as sick days, to extend absence from work immediately before or after a holiday or recess period.

A teacher may request a waiver of this restriction through the Director of Personnel for approval by the Superintendent. Such a waiver is not subject to the grievance procedure.

Temporary Absence

Article 13 (continued)

13:05 Absence Due to Death in the Immediate Family

- (a) Each full-time teacher will be entitled to be absent because of a death in the teacher's immediate family for a maximum of five (5) school days during a period of seven (7) consecutive calendar days commencing with the time of death. A photo copy of the obituary or the death certificate may be required by the Personnel Department.
- (b) For purposes of this section, the word family is confined to the following: Aunt, Uncle, Grandfather, Grandmother, Grandchild, Niece, Nephew, Brother-in-law, Sister-in-law, Grandfather-in-law, or Grandmother-in-law.

13:06 Absence Due to Death Other than the Immediate Family

- (a) In the event of the death of a member of the family other than those listed in 13:05 (b) above, a teacher will be entitled to one (1) day with pay to attend the funeral. A photo copy of the obituary or death certificate may be required by the Personnel Department.
- (b) For purposes of this section, the word family is confined to the following: Aunt, Uncle, Grandfather, Grandmother, Grandchild, Niece, Nephew, Brother-in-law, Sister-in-law, Grandfather-in-law, or Grandmother-in-law.

13:07 Absence because of Required Legal Proceedings

- (a) Any teacher required to be absent because of an appearance in any legal proceeding connected with employment or with the school system, for the performance of jury duty, or because he/she has been subpoenaed in a legal matter in which he/she is not personally involved, will be excused from scheduled assignment and paid for such absence under the following conditions:
 - i. he/she notifies immediate supervisor as early as possible prior to required attendance at court.
 - ii. he/she reimburses the School District for any fees he/she may receive as a juror or witness, exclusive of travel allowance.
 - iii. he/she supplies immediate supervisor with evidence of having appeared in court for the reason or reasons outlined in Section (a) immediately above.

13:08 Birth of A Child

A teacher who becomes a parent may have one (1) day leave of absence with pay on the day of the birth of the child, if this birth takes place on a regular working day.

13:09 General Conditions

It is understood and agreed that such absences with pay as described in this Article are non-accumulative, and are not charged to sick leave.

SABBATICAL LEAVE

ARTICLE 14

14:01 Eligibility

Eligibility for Sabbatical Leave is restricted to those members of the professional staff who have seven years of service in the Utica Public Schools and a permanent certificate in a field of instruction.

14:02 Length of Sabbatical Leave

(a) A Sabbatical Leave may be granted for an entire school year, for a summer, for one semester, or for three semesters as approved at the time of the granting of the leave. IN the event a sabbatical leave is granted for one semester, such leave will normally be for the fall term, but the request for such a leave during the spring term will be considered provided a qualified replacement can be provided.

14:03 Application for Sabbatical Leave

Applications for Sabbatical Leave will be subject to the following conditions:

- (a) If the Sabbatical Leave is to start in September of the school year, the application must be filed no later than April 1 of the previous school year.
- (b) If the sabbatical leave is to start at the beginning of the Spring Term of the school year, the application must be filed no later than October 1 of the particular school year.
- (c) Comprehensive statements outlining the plans of the petitioners for the period of the sabbatical leave must be submitted to the Director of Personnel no later than May 15. The Personnel Administrator will present the application and comprehensive statements to the Selection Committee no later than fifteen (15) calendar days after the submission of the final report. Recommendations for approval will be made to the Board. Notification of the Board's decision will be made, in writing, within five (5) calendar days after the Board meeting.

14:04 Selection Committee

The following shall be members of the Selection Committee:

The Superintendent of Schools, Director for Personnel, an Administrator selected by the Superintendent of Schools, the Chairman of the Association's Professional Advancement Committee, and two members of the Utica Teachers Association designated by the Association's Executive Board.

Sabbatical Leave

Article 14 (continued)

14:05 Guidelines for Selection

Sabbatical Leave shall be granted on the basis of all of the following guidelines:

- (a) The requested leave will improve the professional competence of the individual.
- (b) The study to be accomplished during the leave shall be related to the individual's academic area of areas of study, or present area of assignment
- (c) The proposed course of study shall be of future demonstrated value to the school system.

14:06 Salary Consideration

The salary paid to an individual on Sabbatical, whether the leave is of one or two semester duration, will be in accordance with the regular pay schedule in effect at the time of the commencement of such leave. The third semester shall be without pay.

14:07 General Conditions

- (a) The number of professional personnel on leave for study in one school year will be limited to a number of greater than one and one-half percent of the total professional staff, subject to the terms of the Agreement.
- (b) Professional personnel on leave will sign a written agreement to return to the Utica School System for a period of two (2) years following the expiration date of the Sabbatical Leave. It is further understood and agreed that if the teacher, having been granted Sabbatical Leave, does not return to his/her teaching position in the System (except in the case of death of the individual or where the Board waives the requirement by reason of unusual circumstances) he/she shall be liable to repay the School District all the moneys paid him by the District while on such Leave. If, having returned from Leave, the teacher leaves the employment of the District of own volition, he/she shall repay the District, on a pro-rata basis, for each day of the unfilled two (2) year period.
- (c) A teacher granted a Sabbatical Leave will retain seniority, retirement and all other rights afforded by the Utica School District and will automatically acquire any additional benefits granted by the Board.
- (d) All college credits earned during the leave will be applied to salary increase in accordance with the terms of Article 27 - Teachers Salary Schedule.
- (e) Every effort will be made to return the individual to the assignment held prior to the granting of the Sabbatical Leave.
- (f) Individuals granted Sabbatical Leave will not be eligible for consideration of an additional leave until he/she has served seven (7) additional years in the employment of the School District.
- (g) While final approval of a Sabbatical Leave is the function of the Board, no such leave will be presented to the Board for approval unless it has been recommended by the Selection Committee.

ABSENCES

ARTICLE 15

15:01

Since the primary responsibility of the professional staff is the welfare of the students, regular attendance on the part of the staff is necessary for the continuity of the educational process. In the event a teacher is unable to report for teaching assignment as scheduled, because of personal illness or because of an emergency situation, it shall be the responsibility of the teacher to report absence as soon as possible, but in no event later than 7:30 a.m. of the day he/she is scheduled to report. Such reporting shall be made directly to the agency providing the substitute service. All Utica Schools shall follow this policy.

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

ARTICLE 16

16:01 Curriculum Council

(a) The Board and the Association are committed to the involvement of the classroom teacher in the improvement of education in the Utica Public Schools. The Curriculum Council, created in September 1967, is recognized by the Board and the Association as a legitimate professional organization established for the clinical research and development of effective educational programs and teaching methodology.

(b) It is the function of the Curriculum Council to study the existing curriculum of the Utica Public Schools, investigate curricula of the other school systems, study research findings, review recommendations for improving, in general, the instructional program.

16:02 Professional Development

(a) The board will give consideration to the development of programs for the professional improvement of the faculty.

(b) As funds become available, money will be set aside for implementing such professional development proposals emanating from the school staff and dealing with professional growth and in-service training.

(c) Ultimately, this program shall encourage the development of professional improvement through legitimate, individual and original research directly related to the actual problems of the Utica City School District.

16:03 Committee for Academic Excellence, Professional Development and Educational Improvement

Effective July, 1989, there shall be established a Committee for Academic Excellence, said Committee to be comprised of twelve (12) member, six (6) administrators chosen by the Superintendent, and six (6) teachers chosen by the Utica Teachers Association. The Committee shall exist for the life of this Agreement.

The purpose of this Committee shall be:

- (a) To assess District-wide needs in curriculum, staffing and staff development.
- (b) To develop long and short range plans in the above-mentioned areas.
- (c) To serve as a resource in developing and implementing a school-based planning and shared decision making process consistent with the provisions of the New Compact for Learning and Section 100.11 of the Regulations of the Commissioner of Education.
- (d) To provide relevant educational research and disseminate information.
- (e) To assist building level and District-wide school improvement efforts.

Professional Development and Educational Improvement

Article 16 (continued)

(f) To make District-wide recommendations in the above areas to the Superintendent. Any report of the Committee shall go to the Superintendent first, and then to the president of the Board of Education.

The committee shall schedule at least two meetings per month for the calendar year, although it is anticipated that Committee activities will extend beyond these two monthly meetings.

Each UTA committee member will devote a maximum of 150 hours in excess of their normal school days each year to committee functions. Said excess time is to be compensated at a rate of \$17.50 per hour so devoted for the 1992-93 school year and \$20.00 per hour for the 1993-94 school year. At no time shall any UTA Committee member be entitled to additional payment for Committee work performed during the normal school day.

Any additional monthly meeting(s) shall be called at the discretion of the Committee. (It is anticipated that in lieu of such monthly meeting, said time will be devoted to other committee designated activities, such as subcommittee research or attendance at significant workshops or meetings, etc.).

PROTECTION

ARTICLE 17

17:01

Teachers will immediately report all cases of assault suffered in connection with their employment. Such reports shall be submitted, in writing, to their respective Building Principal, or immediate supervisor.

17:02

The report of the teacher will be forwarded to the Personnel Administrator who will comply with any reasonable request from the teacher for information in possession relating to the incident or the persons involved. The Personnel Administrator will act in appropriate ways as a liaison between the teacher, the police and the courts, if the teacher so requests.

17:03

The Board will provide legal service, as outlined in Sections 3023 and 3028 of the New York State Education Law, where civil action is brought against a teacher based on disciplinary action against a pupil or any other act performed by the teacher in the discharge of duties and within the scope of employment.

(a) Section 3023 states, in part:

"...it shall be the duty of each Board of Education in any school district having a population of less than one million...to save harmless and protect all teachers, practice or cadet teachers, authorized participants in a school voluntary program and employees from financial loss arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to any person, or accidental damage to the property of any person within or without the school building, providing such teacher, practice or cadet teacher, authorized participants in a school volunteer program or member of the supervisory or administrative staff or employee at the time of the accident or injury was acting in the discharge of duties within the scope of employment or authorized volunteer duties, and/or under the direction of said Board of Education..."

(b) Section 3028 states, in part:

"...Each Board of Education...in the State shall provide an attorney or attorneys for pay such attorney's fees and expenses necessarily incurred in the defense of a teacher, member of a supervisory or administrative staff or employee, or authorized participant in a school volunteer program in any civil or criminal action or proceeding arising out of disciplinary action taken against any pupil of the district while in the discharge of duties within scope of employment. For such purposes, the Board of Education...may arrange for and maintain appropriate insurance..."

17:04

A teacher will notify the Personnel Administrator of any accident or claim against him which might be covered by this Article as soon as possible, but in any event within ten (10) days after the accident occurred or the teacher knew of such action.

PERSONAL INJURY BENEFITS & WORKERS' COMPENSATION

ARTICLE 18

18:01

Teachers of the Utica School District are covered by Workers' Compensation Insurance which protects them in case of accidents while on duty. No matter the extent of the accident or injury, each such occurrence must be reported immediately to the Building/Principal.

18:02

When a regularly employed teacher is absent from employment, and unable to perform duties as a result of personal injury caused by an assault occurring in the course of employment, or as a result of personal injury influenced or brought about by a student, a fellow teacher or another individual which is not the result of an assault, and the teacher has not been personally negligent with reference to the incident, he/she will be paid full salary during absence from employment up to a period of one (1) year. The amount of any weekly Workers' Compensation benefit awarded for temporary disability due to such injury will be paid to the District in full by the employee, and no part of such absence will be charged to annual or accumulated sick leave.

18:03

IN the event a regularly employed teacher is injured in the normal course of employment, which injury is not subject to the provisions of Paragraph 18:02, above, and the injury is declared compensable under the Workers' Compensation Act, the teacher may elect to substitute one (1) day of sick leave for each day of compensation with the understanding (a) that he/she shall return to the school district weekly compensation payments made to him by the Insurance Carrier, and (b) that in no instance will the number of days claimed exceed the total number of sick days accrued or made available through the Sick Bank. Sick days will be reinstated at the rate of three (3) days for each full five (5) days reimbursement returned to the District for an absence due to a single compensable injury. Days taken from the Sick Bank will be returned to the Sick Bank. If the teacher does not make such election, he/she shall be entitled only to the compensation provided by Workers' Compensation Law. Such election must be made within ten (10) school days of eligibility for workers' compensation.

18:04

The school district will reimburse teachers for reasonable costs of replacing or repairing dentures, eyeglasses, hearing aid, or similar bodily appurtenances not covered by Workers' Compensation which are damaged, destroyed or lost as a result of an injury sustained in the course of the teacher's employment when the teacher has not been personally negligent with reference to the incident.

18:05

The school district will reimburse teachers for the reasonable cost of any clothing or other personal property damage or destroyed as a result of an assault suffered by a teacher while the teacher was acting in the discharge of duties within the scope of employment when the teacher has not been personally negligent with reference to the incident.

CONFERENCE ATTENDANCE

ARTICLE 19

19:01

Individual teachers are encouraged to take an active interest in professional meetings. As much as possible, expenses to these meetings will be paid from school funds, and substitute teachers will be provided at no expense to the teachers. However, because of the limited finances of the district, it will be necessary to establish a well-defined policy concerning conference attendance.

19:02

Each year, when the annual school budget is established, certain funds will be set aside for conference attendance. The total funds will vary from year to year as the financial conditions of the district changes. Each school building will be given a specific conference budget based on a per-pupil appropriation.

19:03

Procedure for approval of request to attend professional meetings:

- (a) Conference attendance requests must be submitted on standard conference forms which will be available in the office of the principal or immediate supervisor.
- (b) Requests for authorization to attend a conference must carry the signature of the building principal or immediate supervisor and be forwarded to the Personnel Administrator at least two (2) weeks in advance of the Board Meeting at which authorization is requested.
- (c) In the event that reservations need to be made in advance, the teacher must submit the request at least one (1) month prior to the month during which the conference occurs.
- (d) Under certain circumstances, e.g., invitations to conferences extended to professional personnel where one (1) month notice is not given to the recipients, the Superintendent of Schools is authorized to waive the one (1) month time limit listed in Paragraph (c), immediately above.
- (e) The conference form, when approved, will be returned to the attendee with an expense voucher which will subsequently be submitted to the business office after the conference.

19:04

All employees attending conference or conventions will, with thirty (30) days of return submit a written report to the Clerk of the Board.

19:05

Since attendance at a national conference is usually more costly than attendance at local and state conferences, the majority of the building staff must give its approval before a teacher is given full reimbursement for attendance at a national meeting. In the event the majority of the teachers of a building does not approve of full reimbursement, the district agrees to reimburse the teacher in an amount not to exceed one hundred dollars (\$100), if the total expense is greater than one hundred dollars (\$100). All expenses shall be itemized and receipts submitted as verification of costs.

Conference Attendance

Article 19 (continued)

- Effective January 1, 1993, this rate will be \$150.00.
- Effective September 1, 1993, this rate will be \$200.00.

19:06

Any teacher who is a member of a state or national committee of an acknowledged professional organization will receive full reimbursement for attendance at necessary meetings of this group from the central conference budget if no reimbursement is available from the sponsoring organization. This reimbursement will not be deducted from the building budget. The same policy applies if a teacher is invited to serve as a resource leader or speaker at an educational conference, or any meeting called and conducted by the State Education Department.

19:07

Since conference attendance is limited by a budget, each building principal shall work very closely with the building staff in determining how this money is spent.

- (a) Each school's budget should be established at the beginning of the school year.
- (b) Equal distribution of money should be available to the total staff.
- (c) The principal should keep the building staff informed about current and important conferences.
- (d) Professional personnel will be permitted to visit other schools to attend meetings of an educational nature without loss of pay, upon written approval of the Superintendent of Schools.

19:08

The Board agrees that there will be a monthly report the Conference Attendance Budget, indicating the amount of money in the budget at the beginning of the month, the moneys spent during the month, and the balance remaining at the end of the month.

19:09

The following shall constitute the Conference Attendance Budget:

- i. 1991 - 1992 Building Allotment....\$20,000.
1992 - 1993 Building Allotment....\$20,000.
1993 - 1994 Building Allotment....\$25,000.
- ii. The Faculty Advisory Committee shall act in an advisory capacity to the Building Principal regarding disbursement of the Conference Attendance allotment.

PUPIL DISCIPLINE

ARTICLE 20

20:01

To achieve uniform general discipline in the particular school building, it is necessary to have complete effort by the entire staff. Discipline is ultimately controlled by the building principal.

20:02

Corporal Punishment means an act of physical force upon a student for the purpose of punishing that student. (See Regents Rules 19.5).

(a) No teacher, administrator, officer, employee or agent of the Utica City School District shall use corporal punishment against a student.

(b) Nothing contained in this Section shall be construed to prohibit the use of reasonable physical force for the following purposes:

1. To protect oneself from physical injury.
2. To protect another student or teacher or any person from physical injury.
3. To protect the property of the school or others.
4. To restrain or remove a student whose behavior is interfering with the orderly exercise and performance of school district functions, powers, or duties.

20:03

If the teacher so requests, and the Principal concurs, a student removed from the classroom will not be returned to the class for the remainder of that particular class period.

20:04

Upon removal of a pupil from a regular classroom, the teacher will write, if necessary, a report of the circumstances precipitating the pupil's removal. The Principal, or representative, will also write a report stating what action was taken by him concerning the pupil. Reports will be written on standard duplicate form provided for this purpose. One copy of each report will be retained by the teacher, and the principal.

20:05

If a principal or teacher so requests, a parental conference will be arranged by the Principal as soon as possible.

20:06

The faculty affairs committee of each school building shall appoint a Discipline Committee if the majority of the faculty of the school requests such.

INSURANCE

ARTICLE 21

21:01 Life Insurance

- (a) The district shall provide and pay the premium for \$10,000 of life insurance for each teacher under the age of 65.
- (b) As teachers attain the age of 65, or retire earlier, the amount of their life insurance coverage shall be reduced from \$10,000 to \$5,000. The insurance shall be at no cost to the teacher.
- (c) The district shall provide a Group Life Insurance Plan for the dependents of teachers. The amount of insurance for a spouse shall be \$5,000, and the amount of insurance for children (age 2 weeks to age 19, or to age 23 if unmarried and a full time student) shall be \$1,000. The cost of the premium for dependents life insurance shall be paid by the teachers.
- (d) In no event will the amount of insurance on the spouse at any time exceed 50% of the teacher's insurance.

21:02 Accidental Death and Dismemberment Insurance

- (a) The district shall provide and pay for accidental death and dismemberment insurance in the amount of \$10,000 for each teacher under the age of 65. This insurance is payable in addition to Group Life Insurance in the event a teacher's death is due to accident.
- (b) As teachers attain the age of 65, or retire earlier, the amount of the accidental death and dismemberment insurance coverage shall be reduced from \$10,000 to \$5,000. The insurance shall be at no cost to the teacher.
- (c) This insurance shall terminate at retirement.

21:03 Health Insurance

- (a) The district shall provide to teachers health insurance coverage consisting of benefits equal to or greater than those provided under the Blue Cross/Blue Shield Ultra Blue 17 plans, and Major Medical (equal to or greater than the benefits of the prior Equitable Plan). Additionally, the District shall provide Dental, Vision and Prescription drug insurance all as set forth in the Utica City School District Board of Education Resolution - No. S-16, adopted November 27, 1981. Premiums on such insurance shall be paid by the District at the rate of 100% for employees and 60% for dependents.
- (b) For teachers hired on or before 12/31/77, the District shall pay the Health Insurance premiums of the retired teachers at the following rates:
 - Those who retired between 9/1/64 and 2/1/70 - 50%/35%
 - Those who retired between 2/1/70 and 2/1/74 - 100%/50%
 - Those who retired after 2/1/74 - 100%/60%

Insurance

Article 21 (continued)

21:03 Health Insurance (continued)

This premium payment shall continue until the death of the teacher or voluntary withdrawal from the Health Insurance program, whichever occurs first.

Teachers hired after December 31, 1977 shall not be eligible for health insurance benefits payable by the district at the time of their retirement, but shall be allowed to continue in the plan by making full premium payments through the District.

(c) No matter respecting the amount of the claim paid under the provisions of the health insurance program will be subject to grievance or arbitration procedure established in the Agreement.

(d) The UTA recognizes the existence of, and will continue to participate in the District's Health Insurance Advisory and Review Committee. The UTA will enter into negotiations with the District regarding Health Insurance based upon the findings of this Committee.

DUES DEDUCTION

ARTICLE 22

22:01

The Board agrees to deduct from the salaries of the members of the professional teaching staff dues for the Utica Teachers Association, the New York State United Teachers, the American Federation of Teachers of any one of or any combination of those associations as said teachers individually and voluntarily authorize the Board to deduct and to transmit the moneys promptly to such association or associations. Membership in the Utica Teachers Association is a prerequisite to dues deduction for any of the three (3) Associations. Teachers authorization will be written in the form set forth below:

PAYROLL DEDUCTION AUTHORIZATION

Social Security Number _____

Last Name: _____ F. _____ M. _____

District Name: _____

Organization: _____

To the Board of Education:

I hereby authorize you, according to arrangements agreed upon with the above organization, to deduct from my salary and transmit to said organization, dues as certified by said organization. I hereby waive all rights and claims to said moneys so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its officers from any liability therefore. I revoke any and all instruments heretofore made by me for such purposes. This authority shall remain in full force and effect for all purposes while I am employed in this school system, or until revoked by me in writing between September 1st and September 15th of any given year.

Member Signature: _____ Date: _____

22:02

Each of the Associations listed in Paragraph 22:01 above, will certify to the Board, in writing, the current rate of its membership dues. Any association which changes the rate of its membership dues will give the Utica Teachers Association notice prior to the effective date of such change, and the Utica Teachers Association will give to the Board thirty (30) calendar days notice prior to the effective date of such change.

22:03

Deductions referred to above will be made in the following manner:

The total annual membership dues for those designated professional association, certified as mentioned above, will be deducted in twenty (20) equal installments beginning with the second pay period in September. No later than two (2) weeks prior to the second scheduled paycheck in September, the Association will (a) provide the Board with a list and the original signed dues authorization cards, if such cards are not already in the possession of the Board, of those employees who have voluntarily authorized the Board to deduct dues for the

Dues Deduction

Article 22 (continued)

Association named in Paragraph 22:01 above, and (b) forward at the same time to the respective Associations, a list of the members and their addresses who have elected payroll deduction for such Association.

22:04

Authorizations which are submitted subsequent to the second payroll deduction period in September will be honored on the next regularly scheduled pay date, provided the date of receipt by the Board is two (2) weeks prior to such date. The amount of the deduction authorized will be deducted in twenty (20) equal installments. Teachers initially employed on a full-time basis during the Spring Term will have their dues deducted in a similar twenty pay period.

22:05

The Board will, following each pay period from which a dues deduction is made, transmit the amount so deducted to each organization for which deductions have been made. The first and final transmittal will be accompanied by a listing of the members from whom deductions have been made and the amount deducted for each. If deductions have been made for only a portion of the deduction period, the listing should show the date of commencement of such deductions and the anticipated date of termination of dues deduction.

22:06

A teacher may withdraw authorization for dues deduction by written notice submitted to the Association Treasurer not later than September 15th of any given year.

22:07 Agency Fee

The Utica City School District shall deduct from the wage or salary of employees in the bargaining unit as set forth in Article 1 of the Collective Bargaining Agreement, between the Utica City School District and the Utica Teachers Association, who are not members of the Utica Teachers Association, the amount equivalent to the dues levied by the Utica Teachers Association, and shall transmit the sum so deducted to the Utica Teachers Association in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York. The Utica Teachers Association affirms that it has adopted such procedure for refund of agency shop fee deduction as required in Section 3 of Chapters 677 and 678 of the State of New York. This provision for agency shop fee deduction shall continue in effect (but only for the life of this Agreement) so long as the Utica Teachers Association maintains such procedure.

The agency shop fee deduction shall be made following the same procedure as applicable for dues check-off, except as otherwise mandated by law or this Article of the Agreement. The agency shop fee for the period of July 1, 1988 to June 30, 1994 shall be deducted according to the schedule for membership dues deduction.

22:08 Payroll Deductions

The District shall strive to expand the number of payroll deduction options available; improve the flexibility available to those teachers who utilize such options; and improve the overall quality of payroll services. The parties recognized that this commitment depends upon technology improvements and budget constraints, but agree that such enhancements are necessary.

CRITERIA FOR THE INSTRUCTION OF CONTROVERSIAL ISSUES

ARTICLE 23

23:01 Rationale

- (a) Issues and topics of a controversial nature cannot be understood, evaluated, and subsequently resolved by avoidance.
- (b) Since controversy is an integral part of any dynamic modern society, the schools share in the responsibility for preparing citizens to deal with controversial data in a rational manner.

23:02 Teacher's Responsibility

- (a) In an endeavor to supply teachers with meaningful guidelines in the treatment of controversial issues, the following standards are formulated.
 - i. Discussion and general treatment of the topic must be within the scope of maturity knowledge of the learner.
 - ii. The amount of time devoted to the issue should insure comprehensive coverage without belaboring the subject.
 - iii. The issue should be significant, timely, and related to the basic principles taught in that unit, or be of sufficient magnitude to receive consideration by the general public and the mass media.
 - iv. The teacher and students should cooperatively assume the responsibility for gathering study data, learning aids, and relevant facts to insure unbiased, non-partisan coverage.
 - v. When the instructor interjects his or her opinion, it should be expressed in such a manner as to indicate clearly that this is one's own point of view, and is in no way authoritative.
 - vi. When unexpected issues arise during normal class interaction, deferment of discussion may be desirable in order to secure time for proper preparation, However, no sincere request for knowledge by a student can be ignored indefinitely.
 - vii. When a teacher is in doubt concerning the discussion of a given issue, he/she should subsequently confer with the appropriate administrator and the Association's PPR&R Committee.

22:03 Administrator's Responsibility

- (a) The Building Principal is recognized as the Administrator legally responsible for the scope of an educational unit being presented, and must remain sensitive tow hat is being taught in his/her building.

Criteria For the Instruction

of Controversial Issues

Article 23 (Continued)

- (b) When a teacher confers with the appropriate administrator concerning the desirability of teaching a given issue, the latter must render a judgment as quickly as possible based upon:
 - i. The importance of the issue.
 - ii. The maturity of the learner.
 - iii. The effectiveness of the teacher to deal with this specific issue.
 - iv. The impact on the individual, school, and community.
- (c) In the event that the appropriate administrator and teacher reach an impasse, the instructor and/or the appropriate administrator may seek counsel from the Association's PPR&R Committee.
- (d) Continued impasse will require that the issue be submitted to Stage 2 of the Grievance Procedure.

23:04 Protest of Parent or Citizen

- (a) In the event a parent or citizen protests the treatment of the issue, the following steps are to be taken:
 - i. The protesting party shall meet to discuss the issue with the teacher, the appropriate administrator, and, if the teacher so desires, the PPR&R Committee.
 - ii. If no agreement can be reached at the building level, and the parent or citizen pursues the issue informally, a conference will be held with the Superintendent of Schools, teacher and parent. The Superintendent will attempt to resolve the differences of opinion in a counseling session. In every case, the Association's PPR&R Committee or its representative, must be present if the teacher so requests.
- (b) If the teacher feels aggrieved as a result of the action taken under Paragraph (a) immediately above, the teacher and/or the Association may file a grievance under the Grievance Procedure at Stage 2.
- (c) Ultimately, if an unresolved case reaches the Board of Education, a hearing shall be scheduled at which time the teacher and the protesting party shall be afforded the opportunity to speak. At this time the PPR&R Committee of the Oneida County Council of Teachers Associations shall become an interested party, if the teacher so requests, and may be called upon to aid in the resolution of this issue.

22:05

The administrative staff and the Board of Education assures their support of any teacher who has been subjected to undue criticism and biased pressure from individuals and organizations.

ACADEMIC FREEDOM

ARTICLE 24

24:01

The maintenance of a climate of intellectual freedom is fundamental to the preservation of the learning process in a democratic system and to the living world of ever increasing complexity. The Utica City School District and the Utica Teachers Association concur that decisions concerning potential or social infringements on intellectual freedom can best be made by open communication and joint action by the District, its administrative officers, the Association and members of the faculty. The quality of teacher depends upon the individual teacher's freedom to make those decisions in the classroom which can best develop individual student talents.

24:02

The professional staff shall participate actively in determining the curriculum, its objectives, and content in accordance with the constitution and laws of the state.

24:03

The parties affirm that in accordance with the laws of the State, a teacher's religious, political, social or economic belief shall not be cause for dismissal provided they do not interfere with responsibilities as a teacher and professional integrity.

24:04

Textbooks shall be selected by a committee, such Committee will be chosen by staff members who will ultimately use the text under consideration. The Assistant Superintendent or representative will be a member of each textbook committee. A building principal, at discretion, shall also be a member of such committee. An individual teacher may select supplemental texts.

- (a) All members of the committee shall participate with equal authority.
- (b) Recommendations of this committee shall be filed with the Superintendent for approval by the Board.
- (c) The Superintendent, Assistant Superintendent, Principal, or Department Head (Chairman) may, at discretion, convene such a committee.

24:05

No material shall be withheld from a teacher for classroom use by unwarranted censorship.

24:06

The public school teacher is a citizen, a member of a profession and a professional employee. When he/she speaks or writes as a citizen, he/she shall be free from institutional censorship or discipline. As a person of learning and a member of the teaching profession, he/she should remember that the public may judge his/her profession and institution by utterances. Hence, he/she should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he/she is not an institutional spokesman.

TEACHER & ASSOCIATION RIGHTS

ARTICLE 25

25:01 BUILDING ADVISORY COMMITTEE

- (a) In each individual school building, the Association shall be entitled to establish a Faculty Advisory Committee of not less than three (3) nor more than five (5) members elected by and from the faculty of the School.
- (b) The Faculty Advisory Committee shall serve in an advisory capacity to the principal in all matters affecting the conduct of affairs in the individual school building. Personnel problems, policy changes, faculty meetings, interpretation and implementation of this Agreement, and other matters directly related to the individual building operations are appropriate subjects for consideration by this Committee, it being understood that these individual building policies and programs shall be consistent with the terms of this Agreement.
- (c) This Committee shall meet with the Building Principal at least once a month and more frequently on a mutually agreed basis. If convenient and possible, meetings will be held during the school day at a time acceptable to the Principal and Committee members. No meeting, however, shall interfere in any way with the regular teaching assignments of the Committee members.

25:02

The District shall make available to the Association upon request any and all public information, statistics and records, including the tentative line budget which the Association may deem relevant to negotiations or necessary for the proper administration or enforcement of this Agreement.

25:03

The Superintendent or representative shall meet once each month and may meet at other times when mutually agreed to with no more than six (6) representatives of the Association.

25:04

The President of the Association, or representative shall be allowed to visit schools to investigate working conditions, teacher complaints or problems, or for other purposes relating to Association affairs. Upon arrival at any school, the Principal, or in absence, the acting administrator, shall confer with the President in order to facilitate the purpose of the visit. It is understood and agreed that there may be occasions when it will be necessary to have the Association's PPR&R Committee meet with the Principal. When such is the case, the Principal will be advised, in writing, of this fact and a mutually agreeable meeting date will be established.

25:05

The Association shall be given a front row seat at all school board meetings and the President of the Association shall receive an official agenda of the meetings at the same time it is received by Board Members.

25:06

The Association shall be given a place on the Agenda of:

- (a) All regular meetings of the School Board for reports and announcements.

Teacher & Association Rights
Article 25 (continued)

- (b) Building Faculty Meetings for reports and announcements.
- (c) The orientation Program for new teachers.

25:07

All teachers shall be entitled to attend, free of charge, all school activities, including athletic events within the Utica School District.

25:08

Custodians, matrons and all supportive personnel, except in emergencies, shall arrange their work schedule to accommodate teachers' work schedules.

25:09

Teachers need not sign in or out, or check in or out with the Principal's office at the opening and closing of the regular school day.

25:10 Use of Buildings, Bulletin Boards, Etc. by the Association

- (a) The Association and its representatives shall have the right to use school buildings at reasonable hours for meetings provided that when any meeting is held in the evening and special custodial service is required, the District may make a reasonable charge therefore. No charge shall be made for the use of school rooms.
- (b) Duly authorized representatives of the Association, the New York State United Teachers, the American Federation of Teachers, and their respective affiliates, shall be permitted to transact official business on school property at all reasonable times provided that this shall not interfere with or interrupt normal school operations.
- (c) The Association shall have the right to use school facilities and equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use, upon payment of a reasonable cost therefore. The Association shall likewise pay for the reasonable cost of all materials and supplies incidental to such use.

25:11

The parties agree that all teacher assignments, promotions, and transfers will be made without regard to race, creed, color, national origin, sex or martial status, unless based on a bonafide occupational or educational requirement.

25:12 Just Cause

No teacher shall be disciplined, reprimanded, reduced in rank or compensation, relieved of teaching position or deprived of any professional advantage without just cause. Any such action, including adverse evaluation of a teachers performance, shall be subject tot he grievance procedure, including arbitration, except in those situations clearly withdrawn by educational law from the arbitration stage of the grievance procedure. It is agreed that if a teacher is suspended without pay and is subsequently reinstated, he/she shall be returned

Teacher & Association Rights

Article 25 (continued)

to teaching position without loss of salary or benefits. All information forming the basis for disciplinary action will be made available to the teacher and the Association if the teacher so requests.

25:13

A teacher shall at all times be entitled to have a representative of the Association present when he/she is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such a representative of the Association is present.

Each teacher will have the right, upon request, to review the contents of his/her own personnel file other than anything confidential. He/She will also have a right to make copies of any documents in that file. A representative or legal counsel, so designated by the teacher, may accompany that teacher in this review.

25:14

The District agrees to the principles of deductions from a teacher's salary for tax deferred annuity programs to the extent and procedure permitted by the laws of the State of New York governing such programs. The District will allow teachers to begin participation in these programs at any time. Teachers will be allowed to make two changes per year with regard to their contribution amount, or to change carriers. Additional changes may be made by mutual consent between the teacher and the Director of Personnel. Such changes will become effective the month following the request.

25:15

Committees, councils or groups involving teachers shall be established cooperatively by the District and the Association when such groups are working with joint District/Association matters.

25:16

Teachers are to be represented on any committee established for the purpose of dealing with racial imbalance in our Utica City Schools. Teachers will also be represented on all committees dealing with issues affecting their conditions of employment.

25:17

Payroll deductions shall be available for NYSUT Members Benefits and VOTE/COPE.

GRADUATE AND INSERVICE CREDITS

ARTICLE 26

26:01 Graduate Credit

(a) In the normal course of events, salary changes for 10 month professional employees are made prior to September 1st for Fall Term and prior to February 1st for Spring Term.

(b) The large number of teachers pursuing graduate study who must wait for transcripts from colleges has impeded and strained school district personnel and payroll offices. Further, the Bureau of Teacher Certification has, in some instances, been slow in issuing certificates. To facilitate the processing of salary changes created by the acquisition of certification and the qualifications by teachers for higher salary schedules through advanced study, the following will prevail:

i. Teachers who wish to submit credits for the purpose of obtaining a salary schedule change beyond the B.A. level, must do so by March 1st and October 1st of each school year. Official transcripts must be submitted by the teacher to the Director of Personnel.

Failure to comply with the established dates of October 1st and March 1st will result in deferment of payment for the higher salary schedule until the next school semester.

In the event that the individual can demonstrate proof that he/she was unable to meet these terminal dates through no fault of own, the pay increase will be made retroactive to the School semester immediately following the completion of requirements. Example: A teacher completed 30 hours of graduate work in August. On November 15 he/she applied for the BA+30 schedule, requesting that it become retroactive to September 1st. However, the teacher offered documented proof that the transcript from the college was incorrect and the error was not found until early November. IN this instance, the authorization for the salary increase would be retroactive to September 1 of that same school year.

26:02 Granting of Inservice Credit

A six (6) member Committee shall be established, three (3) members to be appointed by the UTA and three (3) members to be appointed by the Superintendent, to review and approve or disapprove the granting of In-Service credit for courses not carrying graduate Hour Credit from an accredited college or university. All determinations shall e made by majority vote.

This review and approval/disapproval shall occur at least ten (10) work days prior to course enrollment. An individual desiring review of such a course must make application to this committee at least one month prior to the date the course is scheduled to commence.

Approved In-Service credit hours may be applied to the Graduate Credit hours Salary Schedule only after the teacher desiring the credit has complied with the requirements of Section 26:01(a) of this Agreement.

SALARY SCHEDULE FOR ASSIGNMENTS
REQUIRING EXTRA-CURRICULAR SERVICE

ARTICLE 26:03

These salary schedules constitute a simple, but effective, formula for determining compensation for all extra-curricular services in this school system. They are based on the premise that any professional position is essentially a teaching assignment, and whenever a teacher is given a responsibility in addition to, or in place of, basic classroom teaching, additional compensation must be provided for such extra-curricular service. The rationale for such a premise is derived from the fact that extra-curricular service requires either more time, more responsibility, more sophisticated judgment or a combination of these factors.

These new schedules replace specific sums of money with percentage indices applied to the Teachers Salary Schedule. This index system eliminates future negotiations concerning compensation for extra-curricular services since any change in the teachers salary schedule will automatically adjust all other salaries on the basis of a fixed and established relationship defined by the index.

When new positions are established or recognized by the District, the Association shall be contacted, in writing, within ten (10) days following such creation or recognition for the purpose of negotiating the index appropriate to such position(s).

All Extra-Curricular and Department Head positions shall be for one year.

Sport seasons and competitive levels are based upon the guidelines issued by the current New York State Public High School Athletic Association Handbook.

Music indices carry the responsibilities for a minimum two (2) evening performances within the school year and attendance at the All County Music Festival appropriate to their grade level.

Schedule for Extra Curricular Indices

COACHING POSITIONS

- 1.04 Weight Room Supervisor (First Semester)
 Weight Room Supervisor (Second Semester)
 Jr. High Modified Season Volleyball (Winter I)
- 1.05 Jr. High Baseball
 Jr. High Modified Season Basketball (Winter II)
 Jr. High Bowling
 Jr. High Cheerleading (Fall Sport Season)
 Jr. High Cheerleading (Winter Sport Season)
 Jr. High Cross Country
 Jr. High Field Hockey
 Jr. High Assistant Football
 Jr. Varsity Golf
 Jr. High Golf
 Assistant Varsity Indoor Track
 Jr. High Soccer
 Jr. High Softball
 Jr. High Assistant Swimming
 Jr. High Tennis
 Jr. High Track
 Jr. High Volleyball
- 1.06 Freshman Baseball
 Jr. High Basketball
 Varsity Bowling
 Assistant Cross Country
 Jr. Varsity Field Hockey
 Jr. High Football
 Varsity Golf
 Varsity Indoor Track
 Freshman Soccer
 Freshman Softball
 Jr. High Swimming
 Varsity Tennis
 Freshman Track
 Athletic Trainer (Fall Sport Season)
 Athletic Trainer (Spring Sport Season)
 Athletic Trainer (Winter Sport Season)
 Jr. High Wrestling
- 1.07 Assistant Varsity Baseball
 Jr. Varsity Baseball
 Freshman Basketball
 Varsity Cheerleading (Fall Sport Season)
 Varsity Cheerleading (Winter Sport Season)

***Intramural shall be posted and paid at the hourly rate in Article 7:05**

- 1.07 continued Varsity Cross Country
Assistant Jr. Varsity Football
Freshman Football
Assistant Varsity Ice Hockey
Assistant Varsity Soccer
Jr. Varsity Soccer
Assistant Varsity Softball
Assistant Varsity Track
Assistant Varsity Volleyball
Jr. Varsity Volleyball
- 1.08 Assistant Varsity Basketball
Jr. Varsity Basketball
Varsity Field Hockey
Assistant Varsity Football
Jr. Varsity Football
Varsity Soccer
Assistant Varsity Swimming Coach
Varsity Volleyball
Assistant Varsity Wrestling
- 1.09 Varsity Baseball
Varsity Softball
Varsity Track
- 1.10 Pool Coordinator
- 1.11 Varsity Basketball
Varsity Football
Varsity Ice Hockey
Varsity Swimming
Varsity Wrestling
- 1.12 Jr. High Building Physical Education/Athletic Manager (*plus an additional 5% of the Professional Indices for Department head*)
- 1.15 Sr. High Building Physical Education/Athletic Manager (*plus an additional 5% of the Professional Indices for Department head*)
- MUSIC POSITIONS**
- 1.01 Jr. High Marching Band Assistant(s)
- 1.02 Sr. High Marching Band Assistant (s)
Jr. High Marching Band
Jr. High Jazz Ensemble
- 1.03 Primary and/or Intermediate Vocal
Primary and/or Intermediate Instrumental
- 1.05 Jr. High Band
Jr. High Choir

- 1.05 continued Sr. High Jazz Ensemble
Jr. High Orchestra
- 1.06 Sr. High Marching Band
- 1.07 Sr. High Band
Sr. High Choir
Sr. High Orchestra
- 1.15 Production Costs/stipends for Sr. High Musical

EXTRA-CURRICULAR ACTIVITIES

- 1.03 Elementary Drama
- 1.04 7-12 Class Advisor(s)
Recognized Club Advisor(s)
Elementary Building A/V Coordinator(s)
- 1.06 Jr. High Drama
- 1.07 Jr. or Sr. High A.V. Coordinator (*Teachers assigned at the Jr./Sr. Highs shall be relieved of homeroom and supervision assignments.*)
- 1.10 Jr. High Forensics
Jr. High Newspaper
Jr. High Student Council
Jr. High Yearbook
- 1.11 Sr. High Drama
Sr. High Forensics
Sr. High Newspaper
Sr. High Student Council
Sr. High Yearbook

PROFESSIONAL INDICES

- 1.05 Department Heads (*Add .005 for each teacher in excess of 10 to a maximum of 22.*)
- 1.07 Work Study Counselors
Attendance Teachers
- 1.09 Social Workers
Counselors
Speech Therapists
Teachers of Deaf/Hearing Impaired
Teachers of blind/Visually Impaired
- 1.11 Psychologists

Graduate and Inservice Credits

Article 27 (Continued)

26:04 Regulations

- (a) On or before July 1, 1989, a six (6) member committee shall be formed, three members appointed by the Superintendent and three members appointed by the UTA.
- (b) Effective July 1, 1991 through June 30, 1993, extra-curricular indices will be applied based upon the individual's placement on attached Schedule "A".
- (c) Effective July 1, 1993, extra-curricular indices will be applied upon the individual's placement on attached Schedule "B".
- (d) Effective July 1, 1991 through June 30, 1993, professional indices shall be based upon the actual amounts already computed on actual salaries at that time, and no additional adjustments will be made.
- (e) Effective July 1, 1993 professional indices will be applied based upon the rates listed in Article 26:03; Professional Indices 1.05 - 1.11. *Note: The District will pay either the actual dollar amount paid in 1992-93 or the new indices computed against the individuals 93/94 salary, whichever is greater.*

26:05 Post Season Salary

- (a) To qualify for post season salary, a coach must have a team that has met a qualification standard in going on to the sectional level of play, or individuals who have qualified to participate beyond the completion of the regular season. If the regular season culminates with a sectional event, with no qualifying standards, extra salary will not be paid. This will be considered part of the regular season schedule. Reschedule of postponed games beyond the original finishing date of the season is not to be construed as post season play.
- (b) Practice and game days falling within the normally accepted season, figuring the normal pattern of practice sessions, will be divided into the salary for the season to figure the per rate for post season practice and play.
- (c) Only days on which practice or games are held will be considered in determining post season play.
- (d) At the completion of each sport season, the Athletic Director will meet individually with each qualifying coach to determine the exact number of post season days to be paid. If a difference occurs, a representative from the Utica Teachers Association and the Utica City School District Administration will be consulted to resolve the problem.
- (e) Coaches of teams qualifying for post season play who have make-up events beyond the original scheduled completion date, will be paid per day from the original season completion date.

Graduate and Inservice Credits

Article 27 (Continued)

26:06 - Payments

(a) Seasonal:

1. Fall indices shall be compensated by separate check representing minimum required withholdings on or before December 15th of each given year.
2. Winter indices shall be compensated by separate check representing a minimum required withholdings on or before April 1st of each given year.
3. Spring indices shall be compensated by separate check representing minimum required withholding on or before June 20th of each given year.

(b) Semester:

Semester indices shall be compensated by a separate check representing minimum required withholdings on or before the last pay period of that semester.

(c) Year Around:

Any individual receiving an index for Extra-Curricular Services that are year-round in duration shall receive:

1. 1/3 payment at each of the dates prescribed in (a) above...or...
2. 1/2 payment at each of the dates prescribed in (b) above.

26:07

The following option shall be available to each teacher receiving a position index and who drives to three (30) or more buildings (sites) on a given day:

The District shall reimburse eligible teachers for mileage connected with required use of the teachers automobile in performing District assigned duties. Mileage reimbursement shall be the current IRS rate. A teacher must accumulate a minimum of \$20.00 reimbursable mileage prior to submitting a request for payment. Any outstanding amount will be paid at the end of each school year.

1997/1998 Extra - Curricular Pay Schedule

	STEP 1-2 BS+12 (D) 26,671	STEP 3-4 BS+24 (F) 29,981	STEP 5-6 BS+36 (I) 35,319	STEP 7+ BS+48 (NI) 49,651
1%	267	300	353	497
2%	534	600	706	994
3%	801	900	1059	1491
4%	1068	1200	1412	1988
5%	1335	1500	1765	2485
6%	1602	1800	2118	2982
7%	1869	2100	2471	3479
8%	2136	2400	2824	3976
9%	2403	2700	3177	4473
10%	2670	3000	3530	4970
11%	2937	3300	3883	5467
12%	3204	3600	4236	5964
13%	3471	3900	4589	6461
14%	3738	4200	4942	6958
15%	4005	4500	5295	7455

26:08 - Club Criteria and Procedures

In order to be paid a club index, a teacher must submit a formal proposal to their building principal and Faculty Advisory Committee.

- (a) The written proposal should include the following:
 - 1. Goals and purpose for the club.
 - 2. Tentative agenda for the year, with a minimum of eight (8) meetings, with at least one meeting per six week period.
 - 3. Minimum membership requirements.
 - 4. An active membership list with officers included.
 - 5. An outline of the clubs service project, activity, competition, and/or donation to benefit the school
 - 6. Submission of proposal by March 1st to the building principal and Faculty Advisory Committee.
- (b) Once the proposal is reviewed and approved by the building principal and Faculty Advisory Committee, the building principal should include the proposed club as a line item in their building budget by April 1st, subject to review and approval by the Board of Education.
- (c) If approved, A Building Student Activity Account needs to be established. It must be kept up-to-date and agree with the building principal's designated accounting clerk's records. By the end of each semester, a closing summary report must be forwarded to the District Treasurer by the building principal.
- (d) Only those teachers who fulfill these requirements and are approved by the Board of Education qualify for a club index.

SALARY

ARTICLE 27

27:01

Each teacher shall have the option of receiving his/her salary over the scheduled pay dates of the calendar in the form of 21 checks at 1/21st of the scheduled salary amount or 20 checks at 1/26th of the scheduled salary amount and 1 final check at 6/26th of the scheduled salary amount.

Effective September, 1989, the first paycheck for teachers will be issued on the second Friday following the first day of school.

27:02 Graduate/Longevity/Advanced Degree Pay

- **Effective July 1, 1991:**

Step N is the 91-92 B.A./MA Maximum

Step O is open only to Doctors who were on Step N in 90-91

Longevities and pay for advanced degrees are built in to the schedule. Only teachers who did not receive a step increment in 91-92 (were on N in both 90-91 and 91-92) will continue to receive payment for longevities.

L1 (21st Year) = \$770

L2 (26th Year) + \$1045, same as in 90-91.

No additional Masters or Doctorate Stipend.

Doctors advance one extra step.

Teachers with B.A. only are limited to B.A.+48 Column.

Teachers with a Masters or CAS only limited to B.A.+78.

Teachers with two (2) Masters, or MA+CAS are limited to B.A.+90.

Doctorates are limited to B.A.+102.

- **Effective July 1, 1992 (B.A. SALARY SCHEDULE ONLY)**

NI is the normal B.A. maximum.

Step N2 is a temporary transitional step for teachers who were on Step N in 91-92 and do not qualify for Step O in 92-93.

Step O is limited to teachers in their 26th year or more of credited service (replaces the old 25 year longevity.)

EIT*.

Salary

Article 27 (Continued)

- **MA Schedule Only**

Longevities and pay for advanced degrees are built into the schedule.

Step P limited to teachers with a doctorate.

Teachers with one MA or CAS limited to +78 Column.

Teachers with dual Masters or Masters plus CAS limited to +90 Column.

Teachers with Doctorate limited to +102 Column.

EIT*.

- **Effective July 1, 1993 (B.A. SALARY SCHEDULE ONLY)**

Step N2 is limited to teachers who were on N1 in 92/93 and do not qualify for Step O or P.

Step O and P replace the old longevities.

Step O is for teachers with 20 years or more experience, who were on N1 or N2 in 92/93.

Step P is for teachers with 25 years or more experience, who were on Step 0 in 92/93.

- **MA Salary Schedule**

Step O is the normal MA maximum.

Step O2 is a temporary transition step for teachers who were on O in 92-93 and do not qualify for Step P.

Step P is limited to teachers with a MA and 25 years or more experience who were on 0 in 92-93.

Step Q is limited to teachers with a Doctorate who were on P in 92-93.

EIT*.

*Excellence in Teacher (EIT) aid, available for distribution to teachers, is included in and distributed through the Salary Schedule.

(See included Salary Schedules on the pages following this Article).

27:03

A unit employee who does not have an active New York State Certification will be limited to Step E of the B.A. Column of the salary schedule.

1994-96 BA Salary Schedule

STEP	BA	+ 6	+ 12	+ 18	+ 24	+ 30	+ 36	+ 42	BA Max + 48
A	21,550	21,801	22,056	22,313	22,574	22,837	23,104	23,373	23,646
B	22,584	22,848	23,115	23,384	23,657	23,933	24,213	24,495	24,781
C	23,668	23,945	24,224	24,507	24,793	25,082	25,375	25,671	25,971
D	24,805	25,094	25,387	25,683	25,983	26,286	26,593	26,903	27,217
E	25,995	26,299	26,605	26,916	27,230	27,548	27,869	28,195	28,524
F	27,243	27,561	27,882	28,208	28,537	28,870	29,207	29,548	29,893
G	28,551	28,884	29,221	29,562	29,907	30,256	30,609	30,966	31,328
H	29,921	30,270	30,623	30,981	31,342	31,708	32,078	32,453	32,831
I	31,357	31,723	32,093	32,468	32,847	33,230	33,618	34,010	34,407
J	32,862	33,246	33,634	34,026	34,423	34,825	35,232	35,643	36,059
K	34,440	34,842	35,248	35,660	36,076	36,497	36,923	37,354	37,789
L	36,420	36,845	37,275	37,710	38,150	38,595	39,046	39,501	39,962
M	38,514	38,964	39,418	39,878	40,344	40,815	41,291	41,773	42,260
N1	43,071	43,573	44,082	44,596	45,117	45,643	46,176	46,715	47,260

Step N2 is limited to teachers who were previously on N1 and do not qualify for Step O or P

N2	44,578	45,098	45,625	46,157	46,696	47,241	47,792	48,350	48,914
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Step O is limited to teachers with 20 or more years credited experience.

O	45,547	46,079	46,617	47,161	47,711	48,268	48,831	49,401	49,977
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Step P is limited to teachers with 25 years or more credited experience.

P	48,166	48,728	49,297	49,872	50,454	51,043	51,639	52,241	52,851
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Steps O and P replace the old longevities.

Step O is for teachers with 20 year or more experience.

Step P is for teachers with 25 years or more experience.

1994-96 MA Salary Schedule

Credit Hour columns refer to Hours beyond the BA with a Masters or better

STEP	MA Max									2MA or MA+CAS		Doc.Max	
	BA+30	+ 36	+ 42	+ 48	+ 54	+ 60	+ 66	+ 72	+ 78	+ 84	+ 90	+ 96	+ 102
A	23,049	23,318	23,590	23,865	24,144	24,426	24,711	24,999	25,291	25,586	25,885	26,187	26,492
B	24,155	24,437	24,723	25,011	25,303	25,598	25,897	26,199	26,505	26,814	27,127	27,444	27,764
C	25,315	25,610	25,909	26,212	26,517	26,827	27,140	27,457	27,777	28,101	28,429	28,761	29,097
D	26,530	26,840	27,153	27,470	27,790	28,115	28,443	28,775	29,110	29,450	29,794	30,142	30,493
E	27,803	28,128	28,456	28,788	29,124	29,464	29,808	30,156	30,508	30,864	31,224	31,588	31,957
F	29,138	29,478	29,822	30,170	30,522	30,878	31,239	31,603	31,972	32,345	32,723	33,105	33,491
G	30,537	30,893	31,254	31,618	31,987	32,361	32,738	33,120	33,507	33,898	34,293	34,694	35,098
H	32,002	32,376	32,754	33,136	33,523	33,914	34,310	34,710	35,115	35,525	35,939	36,359	36,783
I	33,539	33,930	34,326	34,726	35,132	35,542	35,956	36,376	36,801	37,230	37,665	38,104	38,549
J	35,148	35,559	35,974	36,393	36,818	37,248	37,682	38,122	38,567	39,017	39,472	39,933	40,399
K	36,835	37,265	37,700	38,140	38,585	39,036	39,491	39,952	40,418	40,890	41,367	41,850	42,338
L	38,954	39,408	39,868	40,333	40,804	41,280	41,762	42,249	42,742	43,241	43,746	44,246	44,773
M	41,193	41,674	42,160	42,652	43,150	43,654	44,163	44,679	45,200	45,727	46,261	46,801	47,347
N	46,067	46,604	47,148	47,698	48,255	48,818	49,388	49,964	50,547	51,137	51,734	52,338	52,949
O1	48,716	49,284	49,859	50,441	51,030	51,625	52,228	52,837	53,454	54,078	54,709	55,347	55,993

Step O1 (above) is the normal MA maximum

Step O2 (below) is a temporary transition step for teachers who were on O and do not qualify for Step P

Step P (below) is limited to teachers with a Master's and 25 years or more experience, or a Doctorate

Step Q (below) is limited to teachers with a Doctorate.

O2	50,421	51,009	51,604	52,207	52,816	53,432	54,056	54,687	55,325	55,970	56,624	57,284	57,953
P	51,517	52,118	52,726	53,342	53,964	54,594	55,231	55,875	56,527	57,187	57,855	58,530	59,213
Q											61,181	61,895	62,617

1996-97 BA Salary Schedule

STEP	BA	+6	+ 12	+ 18	+ 24	+ 30	+ 36	+ 42	BA Max + 48
A	22,197	22,456	22,718	22,983	23,251	23,522	23,797	24,074	24,355
B	23,262	23,533	23,808	24,086	24,367	24,651	24,939	25,230	25,524
C	24,379	24,663	24,951	25,242	25,537	25,835	26,136	26,441	26,750
D	25,549	25,847	26,148	26,454	26,762	27,075	27,391	27,710	28,034
E	26,775	27,087	27,404	27,723	28,047	28,374	28,705	29,040	29,379
F	28,060	28,388	28,719	29,054	29,393	29,736	30,083	30,434	30,789
G	29,407	29,750	30,097	30,449	20,804	31,164	31,527	31,895	32,267
H	30,819	31,178	31,542	31,910	32,283	32,659	33,041	33,426	33,816
I	32,298	32,675	33,056	33,442	33,832	34,227	34,626	35,031	35,439
J	33,848	34,243	34,643	35,047	35,456	35,870	36,289	36,712	37,140
K	35,473	35,887	36,306	36,729	37,158	37,592	38,030	38,474	38,923
L	37,513	37,950	38,393	38,841	39,295	39,753	40,217	40,686	41,161
M	39,670	40,133	40,601	41,075	41,554	42,039	42,530	43,026	43,528
N1	44,363	44,881	45,404	45,934	46,470	47,012	47,561	48,116	48,678

Step N2 is limited to teachers who were previously on N1 and do not qualify for Step O or P

N2	45,915	46,451	46,993	47,542	48,097	48,658	49,226	49,800	50,381
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Step O is limited to teachers with 20 or more years credited experience.

O	46,914	47,461	48,015	48,575	49,142	49,716	50,296	50,883	51,477
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Step P is limited to teachers with 25 years or more credited experience.

P	49,611	50,190	50,776	51,368	51,968	52,574	53,188	53,809	54,437
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Steps O and P replace the old longevities.

Step O is for teachers with 20 years or more experience.

Step P is for teachers with 25 years or more experience.

1996-97 MA Salary Schedule

Credit Hour columns refer to Hours beyond the BA with a Masters or better

STEP	MA Max									2MA or MA+CAS		Doc.Max	
	BA+30	+ 36	+42	+ 48	+ 54	+ 60	+ 66	+ 72	+ 78	+ 84	+ 90	+ 96	+ 102
A	23,741	24,018	24,298	24,581	24,868	25,159	25,452	25,749	26,050	26,354	26,661	26,972	27,287
B	24,880	25,170	25,464	25,761	26,062	26,366	26,674	26,985	27,300	27,619	27,941	28,267	28,597
C	26,074	26,379	26,686	26,998	27,313	27,632	27,954	28,280	28,610	28,944	29,282	29,624	29,970
D	27,326	27,645	27,967	28,294	28,624	28,958	29,296	29,638	29,984	30,334	30,688	31,046	31,408
E	28,638	28,972	29,310	29,652	29,998	30,348	30,702	31,060	31,423	31,790	32,161	32,536	32,916
F	30,012	30,362	30,717	31,075	31,438	31,805	32,176	32,551	32,931	33,316	33,704	34,098	34,496
G	31,453	31,820	32,191	32,567	32,947	33,331	33,720	34,114	34,512	34,915	35,322	35,734	35,151
H	32,962	33,347	33,736	34,130	34,528	34,931	35,339	35,751	36,169	36,591	37,018	37,450	37,887
I	34,545	34,948	35,356	35,768	36,186	36,608	37,035	37,467	37,905	38,347	38,794	39,247	39,705
J	36,203	36,625	37,053	37,485	37,923	38,365	38,813	39,266	39,724	40,188	40,657	41,131	41,611
K	37,941	38,383	38,831	39,284	39,743	40,207	40,676	41,151	41,631	42,117	42,608	43,105	43,608
L	40,122	40,590	41,064	41,543	42,028	42,519	43,015	43,517	44,025	44,538	45,058	45,584	46,116
M	42,429	42,924	43,425	43,932	44,445	44,963	45,488	46,019	46,556	47,099	47,649	48,205	48,768
N	47,449	48,003	48,563	49,129	49,703	50,283	50,870	51,463	52,064	52,671	53,286	53,908	54,537
O1	50,177	50,763	51,355	51,954	52,561	53,174	53,795	54,422	55,058	55,700	56,350	57,008	57,673

Step O1 (above) is the normal MA maximum

Step O2 (below) is a temporary transition step for teachers who were on O and do not qualify for Step P

Step P (below) is limited to teachers with a MA and 25 years or more experience, or a Doctorate

Step Q (below) is limited to teachers with a Doctorate

O2	51,933	52,539	53,152	53,773	54,400	55,035	55,677	56,327	56,985	57,650	58,322	59,003	59,691
P	53,062	53,682	54,308	54,942	55,583	56,232	56,888	57,552	58,223	58,903	59,590	60,286	60,989
Q											63,017	63,752	64,496

1997-98 BA Salary Schedule

STEP	BA	+ 6	+ 12	+ 18	+ 24	+ 30	+ 36	+ 42	BA Max + 48
A	22,640	22,905	23,172	23,442	23,716	23,993	24,273	24,556	24,843
B	23,727	24,004	24,284	24,568	24,854	25,144	25,438	25,735	26,035
C	24,866	25,156	25,450	25,747	26,047	26,351	26,659	26,970	27,285
D	26,060	26,364	26,671	26,983	27,298	27,616	27,938	28,264	28,594
E	27,311	27,629	27,952	28,278	28,608	28,942	29,279	29,621	29,967
F	28,621	28,955	29,293	29,635	29,981	30,331	30,685	31,043	31,405
G	29,995	30,345	30,699	31,058	31,420	31,787	32,158	32,533	32,913
H	31,435	31,302	32,173	32,548	32,928	33,313	33,701	34,095	34,492
I	32,944	33,328	33,717	34,111	34,509	34,912	35,319	35,731	35,148
J	34,525	34,928	35,336	35,748	36,165	36,587	37,014	37,446	37,883
K	36,182	36,605	37,032	37,464	37,901	38,344	38,791	39,244	39,702
L	38,263	38,709	39,161	39,618	40,081	40,548	41,021	41,500	41,984
M	40,463	40,935	41,413	41,896	42,385	42,880	43,380	43,886	44,399
N1	45,250	45,778	46,312	46,853	47,400	47,953	48,512	49,078	49,651

Step N2 is limited to teachers who were previously on N1 and do not qualify for Step O or P

N2	46,834	47,380	47,933	48,493	49,059	49,631	50,210	50,796	51,389
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Step O is limited to teachers with 20 or more years of credited experience.

O	47,852	48,410	48,975	49,547	50,125	50,710	51,302	51,900	52,506
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Step P is limited to teachers with 25 years or more credited experience.

P	50,603	51,194	51,791	52,396	53,007	53,626	54,252	54,885	55,525
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Steps O and P replace the old longevities

Step O is for teachers with 20 years or more experience.

Step P is for teachers with 25 years or more experience.

1997-98 MA Salary Schedule

Credit Hour columns refer to Hours beyond the BA with a Masters or better

STEP	MA Max										2MA or MA+CAS		Doc Max	
	BA	+30	+36	+42	+ 48	+ 54	+ 60	+ 66	+ 72	+ 78	+ 84	+ 90	+ 96	+ 102
A	22,851	24,215	24,498	24,784	25,073	25,366	25,662	25,961	26,264	26,571	26,881	27,194	27,512	27,833
B	23,947	25,378	25,674	25,973	26,277	26,583	26,893	27,207	27,525	27,846	28,171	28,500	28,832	29,169
C	25,097	26,596	26,906	27,220	27,538	27,859	28,184	28,513	28,846	29,183	29,523	29,868	30,216	30,569
D	26,301	27,872	28,198	28,527	28,860	29,196	29,537	29,882	30,231	30,583	30,940	31,301	31,667	32,036
E	27,564	29,210	29,551	29,896	30,274	30,598	30,955	31,316	31,682	32,051	32,425	32,804	33,187	33,574
F	28,887	30,612	30,970	31,331	31,697	32,067	32,441	32,819	33,202	33,590	33,982	34,378	34,780	35,186
G	30,274	32,082	32,456	32,835	33,218	33,606	33,998	34,395	34,796	35,202	35,613	36,029	36,449	36,874
H	31,727	33,622	34,014	34,411	34,813	35,219	35,630	36,046	36,466	36,892	37,322	37,758	38,199	38,644
I	33,250	35,236	35,647	36,063	36,484	36,909	37,340	37,776	38,217	38,663	39,114	39,570	40,032	40,499
J	34,846	36,927	37,358	37,794	38,235	38,681	39,132	39,589	40,051	40,519	40,991	41,470	41,954	42,443
K	36,518	38,699	39,151	39,608	40,070	40,538	41,011	41,489	41,974	42,463	42,959	43,460	43,967	44,481
L	38,618	40,925	41,402	41,885	42,374	42,869	43,369	43,875	44,387	44,905	45,429	45,959	46,496	47,038
M	40,839	43,278	43,783	44,294	44,811	45,334	45,863	46,398	46,939	47,487	48,041	48,602	49,169	49,743
N	45,670	48,398	48,963	49,534	50,112	50,697	51,288	51,887	52,493	53,105	53,725	54,352	54,986	55,628
O1	48,296	51,181	51,778	52,382	52,993	53,612	54,238	54,871	55,511	56,159	56,814	57,477	58,148	58,826

Step O1 (above O is the normal MA maximum

Step O2 (below) is a temporary transition step for teachers who were on O and do not qualify for Step P

Step P (below) is limited to teachers with a MA and 20 years or more experience, or a Doctorate.

Step Q (below) is limited to teachers with a Masters and 25 years or more experience, or a Doctorate and 20 years or more experience.

O2	49,986	52,972	53,590	54,216	54,848	55,488	56,136	56,791	57,454	58,124	58,803	59,489	60,183	60,885
P	51,073	54,124	54,755	55,394	56,041	56,695	57,356	58,026	58,703	59,388	60,081	60,782	61,491	62,209
Q	54,010	57,236	57,904	58,579	59,263	59,955	60,654	61,362	62,078	62,803	63,535	64,277	65,027	65,786

MOHAWK VALLEY RESOURCE CENTER FOR REFUGEES

ARTICLE 28

28:01

The teachers at the Mohawk Valley Resource Center for Refugees (MVRC) are employees of the Utica City School District and are entitled to all the rights, benefits, and protections afforded other members of the teacher' bargaining unit. The District and the Association jointly recognize that the terms of this Article will be specified to the Teachers at the MVRC, and the District is not obligated to continue to program should state and/or Federal funding for the program cease.

28:02 Calendar

Teachers at the MVRC work on a twelve-month calendar. Said teachers will receive fourteen (14) paid holidays annually.

Teachers at the MVRC will receive annual paid vacations as follows:

Teachers at MVRC will receive twenty (20) vacation days per year.

28:03 Salary

Teachers at the MVRC shall receive an additional twenty-five (25%) of their contract salary as compensation for the longer work year (See 28:02 above). Teachers at the MVRC will receive twenty-six equal paychecks, paid every two weeks.

28:04 Regular Teaching Day

The regular teaching day shall be seven (7) hours and thirty (30) consecutive minutes in length (including lunch).

28:05 Preparation Time

Teachers in the MVRC program(s) will receive two thirty minute preparation periods per day. In addition, there will be one half-day of staff development per week.

28:06 Lunch Period

Teachers in the MVRC program(s) shall be granted a sixty (60) minute duty-free lunch period.

Mohawk Valley Resource Center for Refugees

Article 28 (Continued)

28:07 Sick Days

Teachers at the MVRC shall be credited with twelve (12) sick days per year.

28:08 Class Size

The class size language applicable to the programs at the MVRC shall be the same as for the secondary academic programs in Article 5.

28:09 Other Conditions

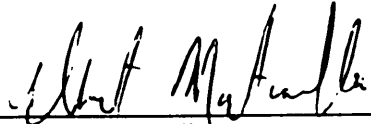
All other terms and conditions of the Agreement between the Utica Teachers Association and the Utica City School District shall apply to the teachers at the MVRC unless explicitly modified by this Article.

DURATION OF AGREEMENT

ARTICLE 29

THIS CONTRACT SHALL BE EFFECTIVE AS OF JULY 1, 1994, AND SHALL CONTINUE IN EFFECT THROUGH JUNE 30, 1998, SUBJECT TO A REOPENING AS FOLLOWS:

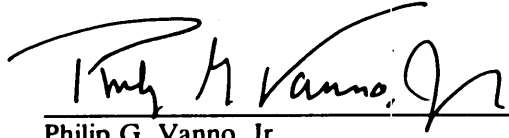
IN the event either party wishes to amend this agreement, notice may be given by October 1st of the year preceding its expiration. Negotiations concerning such proposed amendments shall proceed in accordance with the provisions of Article II of the Agreement. Amendments resulting from such negotiations shall take effect beginning the following July 1 or at such other time as may be mutually agreeable to the parties.



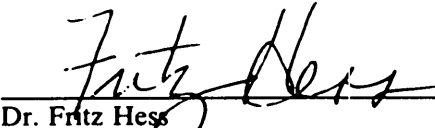
Albert Martorella
President
UTICA TEACHERS ASSOCIATION



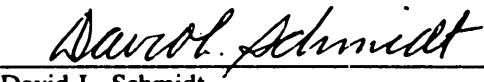
Fred Monaco
Chief Negotiator
NEW YORK STATE UNITED TEACHERS



Philip G. Vanno, Jr.
President
UTICA BOARD OF EDUCATION



Dr. Fritz Hess
Superintendent of Schools (Interim)
UTICA BOARD OF EDUCATION



David L. Schmidt
Assistant Superintendent for Human Resources
UTICA BOARD OF EDUCATION

August 27, 1997

Date

August 27, 1997

Date